



BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA
10/21/20 9:00 AM

BOCC MEETING AGENDA

JOHN F. & RITA M. ARMSTRONG WING OF THE BLAKE LIBRARY
2351 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

Harold E. Jenkins II, Chairman
Stacey Hetherington, Vice Chair
Doug Smith
Sarah Heard
Edward V. Ciampi

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and
Comptroller

Joint County, City, School Board & Village Meeting

CALL TO ORDER

WORK-1 JOINT MEETING AGENDA - STUART CITY COMMISSIONERS, COUNTY COMMISSIONERS, SCHOOL BOARD AND VILLAGE OF INDIANTOWN

This is a joint meeting with the Stuart City Commissioners, Board of County Commissioners, School Board, and Village of Indiantown.

Agenda Item: 21-0083

ADJOURN

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Agenda Item Summary

File ID: 21-0083

WORK-1

Meeting Date: 10/21/2020

PLACEMENT: Workshop

TITLE:

JOINT MEETING AGENDA - STUART CITY COMMISSIONERS, COUNTY COMMISSIONERS, SCHOOL BOARD AND VILLAGE OF INDIANTOWN

EXECUTIVE SUMMARY:

This is a joint meeting with the Stuart City Commissioners, Board of County Commissioners, School Board, and Village of Indiantown.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY: Laura Beaupre, Communications Manager

PRESET: 9:00 AM

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

- I. **Call to Order and Pledge of Allegiance**
Michael Meier, Mayor, City of Stuart City Commission
- II. **Introductions and Opening Comments**
Michael Meier, Mayor, City of Stuart City Commission
Harold Jenkins, Chairman, Martin County Board of County Commissioners
Marsha Powers, Chair, Martin County School Board
Janet Hernandez, Mayor, Village of Indiantown
- III. **Public Comments**
- IV. **Proclamations**
 - a. **Lights on Afterschool Day 2020**
Presented by Martin County Board of County Commissioners
- V. **Interlocal Agreement Required Items**
 - a. **County and City Capital Improvement Programs**
George Dzama, Capital Projects Manager, Martin County Board of County

Commissioners

Tim Voelker, Engineering and Utilities Director, City of Stuart

b. County and City Large-Scale Development Projects

Clyde Dulin, Comp Planning Administrator, Martin County Board of County Commissioners

Kevin Freeman, Development Director, City of Stuart

c. Interlocal Agreements between the County and School District

George Stokus, Assistant County Administrator, Martin County Board of County Commissioners

d. School District Interlocal Agreement for Recreation

Garret Grabowski, Chief Operations Officer

Joe Rodowicz, Labor Attorney

e. Village of Indiantown Projects Update

Howard W. Brown Jr., Village Manager

Althea Jefferson, AICP Director of Community and Economic Development

VI. Additional Items

a. City of Stuart Sustainability Action Plan and Martin County Climate Vulnerability Assessment

Anne Ellig, City of Stuart Program Manager

Kathy FitzPatrick, Martin County Coastal Engineer

b. Water Quality Update

John Maehl, Martin County Ecosystem Restoration and Management Manager

c. COVID-19 Update

Julie Sessa, Martin County School Board Coordinator of Risk

d. FEFP Budget Update

Carter Morrison, Martin County School Board Chief Financial Officer

e. Student Enrollment

Kimberly Everman, Martin County School Board Capital Projects Planning Specialist

f. Replacement Schools with Community Playgrounds

Garret Grabowski, Martin County School Board Chief Operations Officer

VII. Adjournment

ISSUES:

n/a

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

n/a

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

n/a

ALTERNATIVE RECOMMENDATIONS

n/a

DOCUMENT(S) REQUIRING ACTION:

- ☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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JOINT MEETING AGENDA



Stuart City Commission Martin County Board of County Commissioners Martin County School Board Village of Indiantown

**Wednesday, October 21, 2020 – 9:00 am
John F. and Rita M. Armstrong Wing of the Blake Library
2351 SE Monterey Road, Stuart**

- I. Call to Order and Pledge of Allegiance**
Michael Meier, Mayor, City of Stuart City Commission
- II. Introductions and Opening Comments**
Michael Meier, Mayor, City of Stuart City Commission
Harold Jenkins, Chair, Martin County Board of County Commissioners
Marsha Powers, Chair, Martin County School Board
Janet Hernandez, Mayor, Village of Indiantown
- III. Public Comments**
- IV. Proclamations**
 - a. Lights on Afterschool Day 2020** – Presented by Martin County BOCC
- V. Interlocal Agreement Required Items**
 - a. County and City Capital Improvement Programs**
George Dzama, Capital Projects Manager, Martin County BOCC
Tim Voelker, Engineering and Utilities Director, City of Stuart
 - b. County and City Large-Scale Development Projects**
Clyde Dulin, Comp Planning Administrator, Martin County BOCC
Kevin Freeman, Development Director, City of Stuart
 - c. Interlocal Agreements between the County and School District** – George Stokus, Assistant County Administrator, Martin County BOCC
 - d. School District Interlocal Agreement for Recreation** – Garret Grabowski, Chief Operations Officer and Joe Rodowicz, Labor Attorney
 - e. Village of Indiantown Projects Update** – Howard W. Brown Jr., Village Manager and Althea Jefferson, AICP Director of Community and Economic Development

VI. Additional Items

- a. City of Stuart Sustainability Action Plan and Martin County Climate Vulnerability Assessment** – Anne Ellig, City of Stuart Program Manager and Kathy FitzPatrick, Martin County Coastal Engineer
- b. Water Quality Update** - John Maehl, Martin County Ecosystem Restoration and Management Manager
- c. COVID-19 Update** - Julie Sessa, MC School Board Coordinator of Risk
- d. FEFP Budget Update** - Carter Morrison, MC School Board Chief Financial Officer
- e. Student Enrollment** - Kimberly Everman, MC School Board Capital Projects Planning Specialist
- f. Replacement Schools with Community Playgrounds** – Garret Grabowski, MC School Board Chief Operations Officer

VII. Adjournment

NOTICE: If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the meeting date. If you are hearing or voice impaired, please call (772) 288-5940. An agenda of items to be considered will be available to the public in the Administrator's Office, 2401 SE Monterey Road, Stuart, Florida. Items not included on the agenda may also be heard in consideration of the best interests of the public's health, safety, welfare, and as necessary to protect every person's right of access. If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

**Before the Board of County Commissioners
Martin County, Florida**

A Proclamation

Declaring Lights on Afterschool Day in Martin County, Florida

- Whereas,** leading national organizations credit high-quality afterschool programs with improving students' scholastic performances, enhancing their emotional learning capabilities, decreasing dropout rates and closing achievement gaps for economically vulnerable populations; and
- Whereas,** while thousands of local students find educational enrichment, mentorship, friendship and healthy nutrition through Boys & Girls Clubs of Martin County and numerous other dedicated afterschool providers, many local young people still need safe, professionally operated and affordable havens to go to afterschool; and
- Whereas,** Boys & Girls Clubs of Martin County provides certified teachers to help with homework and readiness for testing, leading 94% of members' parents to credit this intervention with better preparing their children for school; and
- Whereas,** Lights On Afterschool, a national effort and project of the Afterschool Alliance that partners with such organizations as, among others, Boys & Girls Clubs of America, YMCA of the USA and 21st Century Community Learning Centers, aims to ensure all children have access to quality, affordable afterschool programs; and
- Whereas,** Boys & Girls Clubs of Martin County is leading a local effort to showcase Lights On Afterschool, encouraging members to share their thoughts, dreams and plans for brighter futures through artwork they create depicting their future selves, all to be showcased in an outdoor art gallery from 3 to 6 p.m. October 22 at area clubs.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that October 22 is Lights on Afterschool Day in Martin County.

Presented this Twenty-first day of October 2020

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

STACEY HETHERINGTON, VICE CHAIR

DOUG SMITH, COMMISSIONER

SARAH HEARD, COMMISSIONER

EDWARD V. CIAMPI, COMMISSIONER

County and City Capital Improvement Programs

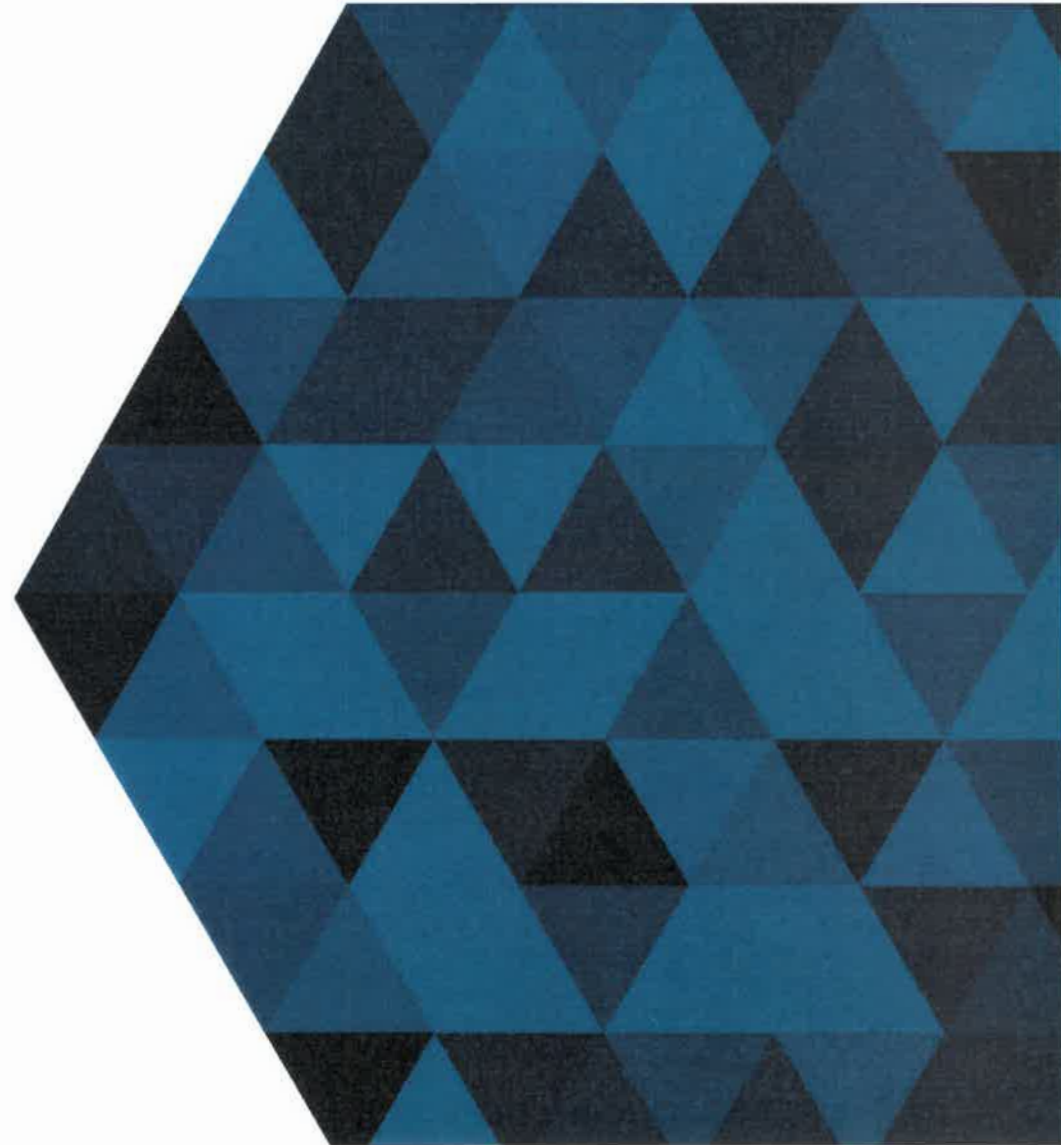
George Dzama, Capital Projects Manager, Martin County BOCC

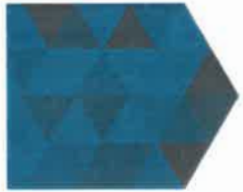
Tim Voelker, Engineering and Utilities Director, City of Stuart

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OCTOBER 21, 2020

CAPITAL PROJECTS





NEIGHBORHOOD RESTORATION CONSTRUCTION

- | | |
|----------------------------|--------------------------|
| ▶ Golden Gate - Phase 1 | Completed March 2020 |
| ▶ Tropical Farms | Completing December 2020 |
| ▶ Sunset Trail Corridor | Completing February 2021 |
| ▶ Heritage Ridge - Phase 2 | Started February 2020 |
| ▶ Hibiscus Park | Starting October 2020 |
| ▶ Old Palm City | Starting November 2020 |

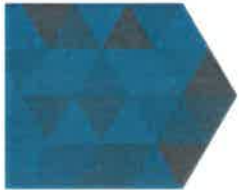
Tropical Farms



Golden Gate



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NEIGHBORHOOD RESTORATION DESIGN PROJECTS

- ▶ Beau Rivage
- ▶ Leilani Heights
- ▶ Hobe Heights Pump Station
- ▶ Gomez Corridor
- ▶ Coral Gardens
- ▶ Hobe Hills

Gomez Corridor



Beau Rivage



Leilani Heights



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RESURFACING & ROADWAY CONSTRUCTION

- ▶ Indian St Resurfacing (US-1 to RR)
- ▶ SE Cove Road Resurfacing (SR-76 to US-1)
- ▶ Savannah Road Resurfacing & Bike Lanes
- ▶ CR 609 Guardrail
- ▶ Murphy Road Resurfacing

Completed September 2020

Completed March 2020

Completing November 2020

Starting November 2020

Starting January 2021

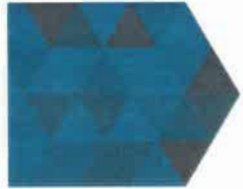
Indian St Resurfacing



SE Cove Rd Resurfacing



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RESURFACING, ROADWAY & SIDEWALK DESIGN PROJECTS

- ▶ Dixie Hwy Resurfacing (Jefferson to Indian)
- ▶ Salerno Rd Resurfacing & Bike Lanes (SR76 to Willoughby)
- ▶ Salerno Rd Resurfacing & Bike Lanes (US1 to Commerce Ave)
- ▶ St Lucie Blvd Resurfacing (Indian St to Ocean Blvd)
- ▶ Indian Street Resurfacing (A1A/Dixie to St Lucie Blvd)
- ▶ CR707 / Beach Road Resurfacing
- ▶ CR708 Resurfacing (CR711 to US1)
- ▶ Ocean Blvd Sidewalk (West of Hospital Ave to Palm Beach Rd)

Starting January 2021

Starting April 2021

Starting April 2021

Starting May 2021

Starting November 2021

Starting FY21

Starting August 2021

Starting FY23

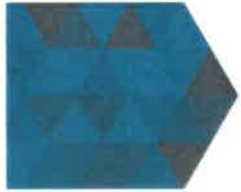
Ocean Blvd Sidewalk



Dixie Hwy Resurfacing



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BRIDGE PROJECTS

- ▶ Cove Road Box Culvert Replacement
- ▶ Murphy Road Bridge

Completed August 2020
Starting December 2020

Murphy Road Bridge



Cove Road



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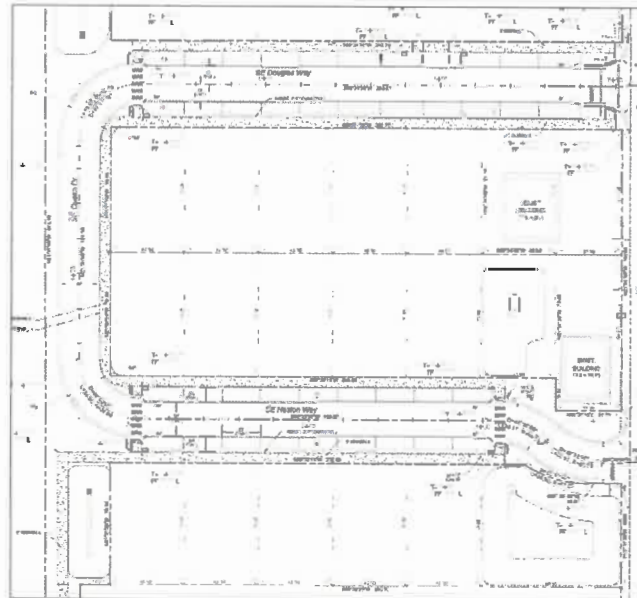
CRA CONSTRUCTION PROJECTS

- ▶ Bridge Road Main Street Improvement Completing November 2020
- ▶ Mapp Road Town Center Completing March 2021
- ▶ Gomez Affordable Housing Starting November 2020

Gomez Affordable Housing



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Bridge Rd Main Street



Mapp Rd



COUNTY – CITY PROJECTS

- ▶ Dixie Highway & Florida St Sidewalk Starting December 2020
- ▶ Dixie Highway Sidewalk Extension Completed August 2020
(Wright Blvd to GRP)
- ▶ NW Dixie Hwy/NW Green River Pkwy Starting March 2022
Sidewalk Extension

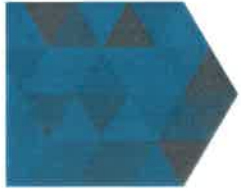
Dixie Highway Sidewalk



Florida St Sidewalk



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COUNTY – SCHOOL PROJECTS

- ▶ SW Matheson Avenue
(Bessey Creek Elementary School)
- Turn Lane Extension

Completed August 2020

- ▶ SE Seabrand Boulevard @ SE Crooked Oak Avenue
(Seawind Elementary School)
- Mid-Block Crosswalk

Completed August 2020

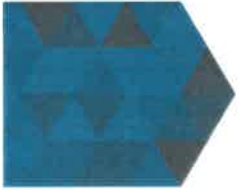
SE Seabrand Blvd



SW Matheson Ave



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COUNTY – SCHOOL PROJECTS

- ▶ SE Gomez Ave
(Hobe Sound Elementary School)
- Pavement Markings

Completed September 2020

- ▶ New Monrovia
(Murray Middle School)
Pavement Markings (STOP Bars and Crosswalks),
Crosswalk Signs

Completed September 2020

- ▶ Port Salerno Elementary Sidewalks

Completed May 2020

New Monrovia



Port Salerno Elementary



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CITY OF STUART

UTILITIES & ENGINEERING DEPARTMENT

October 21, 2020



TRANSPORTATION PROJECTS

- COMPLETED PROJECTS
 - NW Dixie Hwy Sidewalk Extension
 - Zone 2 Street Resurfacing
 - Frazier Addition Alleyway Improvements
 - Pervious Concrete



NW Dixie Hwy Sidewalk Extension Project

TRANSPORTATION PROJECTS



Shepard Park Boat Trailer Parking Improvements

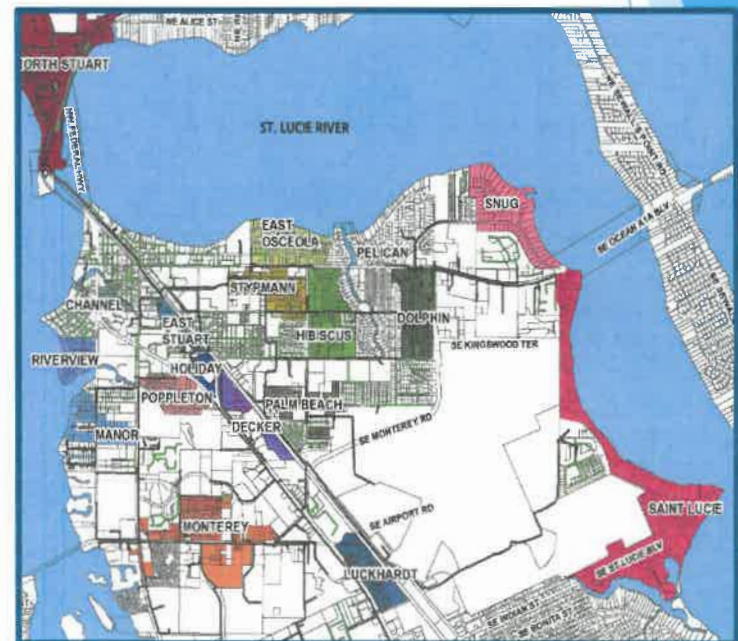
- **UPCOMING PROJECTS**
 - Dixie Highway and SE Florida Street Sidewalk Extensions – Bids Due October 2020
 - Zone 3 Street Resurfacing – Start December 2020
 - Shepard Park Boat Trailer Parking Improvements – Start April 2021

UTILITY PROJECTS

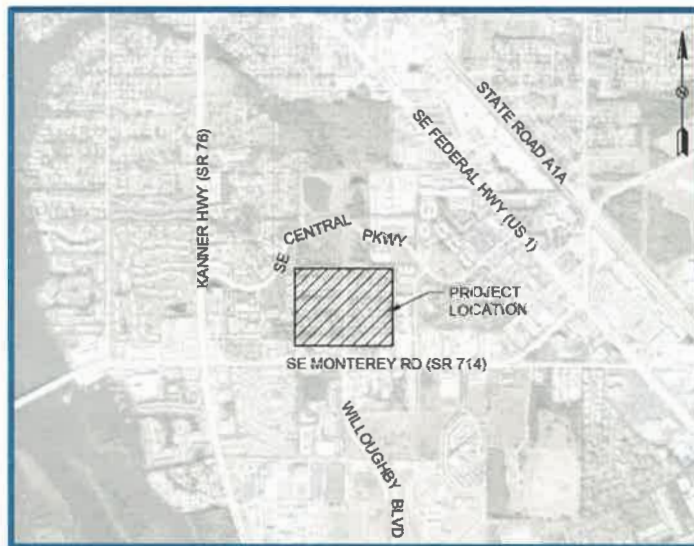
- SEPTIC TO SEWER
 - City's 10-year program to provide sewer services to all properties within the service area completed in August 2020



DONE



UTILITY PROJECTS



Monterey Road Subdivision Watermain Improvements

- MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS
 - Elevated levels of PFC compounds
 - Construct a new water distribution system and disconnect private wells
 - Complete December 2020

UTILITY PROJECTS

- **ALTERNATIVE WATER SUPPLY**
 - Floridan Aquifer Well FA-1
 - Start Construction February 2020
 - Complete November 2020
 - 1.0 MGD Reverse Osmosis Facility
 - Start Construction FY21
 - Complete FY23



Floridan Aquifer Well FA-1

STORMWATER PROJECTS

- Update to the City's Stormwater Master Plan



NW Fork Road



SW Dyer Drive



SE Flamingo Avenue



SE Mango Place

County and City Large-Scale Development Projects

Clyde Dulin, Comp Planning Administrator, Martin County BOCC

Kevin Freeman, Development Director, City of Stuart

Martin County Joint City, County, School District Meeting

October 21, 2020



Interlocal Agreement Requirement

- Section 2.2.2 The County and City shall address...large scale development projects currently under review.

Martin County

Projects	Units
The Reserve at Jensen Beach (f/k/a Savannah Apartments)	197 MF
New Field (Master)	1,251 Mix
Pulte at Christ Fellowship	284 SF
Banyan Bay	36 SF (ph 2c)
Tradewinds	177 TH
The Preserve at Park Trace	114 SF
Sabal Pointe	70 SF
Total	2,129

- 292 New Residential Permits
 - January 1 through Oct 1

Source: Growth Management Department

Village of Indiantown

- None

Source: Village of Indiantown



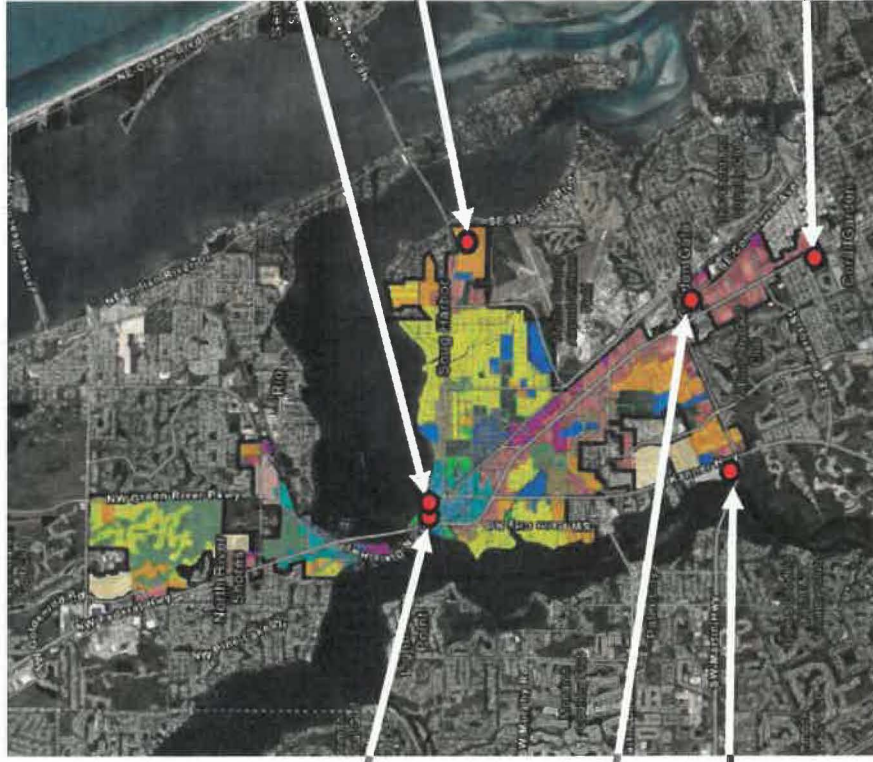
City of Stuart Development

DEVELOPMENT APPROVAL &
BUILDING PERMIT ACTIVITY

July - September 2020



Projects Receiving Approval (Residential)



315 Osceola

Stuart Ocean

Springtree

Sailfish Cove

Harbor Grove

Bridgevie
W

City of Stuart Residential Development

HOUSING DEVELOPMENT PROJECT APPROVALS

- STUART OCEAN: 80 Townhomes
- SPRINGTREE: 270 Apartments
- HARBOR GROVE: 324 Apartments
- SAILFISH COVE: 30 Apartments
- BRIDGEVIEW: 212 Apartments
- 315 OCEOLA: 14 Apartments

TOTAL: 930 units



City of Stuart Development

LARGE SCALE PROJECTS UNDER REVIEW

- 450 RESIDENTIAL APARTMENTS



Building Permits (Residential) July – Sept 2020

2 Single Family.

9 Townhomes.



**School District Interlocal Agreement for Recreation – Garret
Grabowski, Chief Operations Officer and Joe Rodowicz, Labor Attorney**

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*******DRAFT*****INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF MARTIN COUNTY
AND
THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
CONCERNING JOINT/MUTUAL USE OF RECREATIONAL FACILITIES**

This Interlocal Agreement (hereinafter “Agreement”) is made by and between the School Board of Martin County, Florida, a body politic and corporate pursuant to the Constitution of the State of Florida (hereinafter “School Board”) and the Martin County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter “County”) (School Board and County hereinafter collectively referred to as “Parties” and singularly “Party” unless prefaced by “other”, “third” or similar words indicating the use of the term is applicable to a non-Party).

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;~~and~~

WHEREAS, Objective 7.1C of Section 7.41 (Goals, Objectives and Policies) of Chapter 7 (Recreation Element) of the Martin County Comprehensive Growth Management Plan provides that coordination of public and private entities meet recreation demands in an objective of such plan;~~and~~

WHEREAS, Policy 7.1C.1 of the above cited Objective provides “Martin County shall coordinate with the School Board to provide for the after-hours use of school parks, playgrounds and gymnasiums.” Such policy requires written Interlocal agreements and enumerates provisions to be included therein;~~and~~

WHEREAS, the School Board and the County own and operate various facilities and improved tracts of land which are contiguous to each other;~~and~~

WHEREAS, the School Board and the County have Interlocal Agreements relating to the construction, maintenance, operation and joint use of outdoor recreation facilities;~~and~~

WHEREAS, the School Board and the County recognize the benefit to the citizens of Martin County to minimize duplication of facilities by joint utilization of facilities;-

AND NOW, THEREFORE, in consideration of the mutual covenants and conditions ~~contained~~ hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ~~P~~arties hereby agree as follows:

1. Definitions.

A. "After-school" is defined as: (i) the period Monday through Friday, during the school year, generally beginning in August and ending in June annually, and more specifically set forth in the School Board's annual Academic Calendar, and specifically occurring between 6:00pm and 9:00pm for Elementary Schools and between 6:00pm and 10:00pm for Middle Schools; and (ii) on any on non-school day or weekend pursuant to the School Board's then-prevailing Academic Calendar, specifically occurring between 7:00am and 9:00pm for Elementary Schools and 7:00am and 10:00pm for Middle Schools, and generally as follows:

~~Elementary School: starting at 6:00 p.m.; and~~

~~A. Middle School: starting at 5:00 p.m.~~

B. "Agreement" is defined as this Master Interlocal Agreement between the School Board and County concerning the joint/mutual use of recreational facilities.

C. "Athletic Facilities" are defined as those facilities owned or operated by the School Board or the County used for athletic activities including but not limited to; tennis, cross-county, football, lacrosse, soccer, baseball, swimming, volleyball, basketball and softball.

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D. "County Facility (s)" is defined as Joint/Mutual Use Facilities owned or operated by the County.

E. "FHSAA" is defined as the Florida High School Athletic Association.

F. "Joint/Mutual Use Facility (s)" is defined as those facilities owned or operated by the School Board or the County, as more particularly set forth in Exhibit A that are made available for public use by the School Board or the County and are used primarily for recreational activities.

~~F.~~

~~i. "Parks Department" is defined as the Martin County Parks and Recreation Department.~~

~~G.~~

~~i. "Priority of Use" is defined as the priority of uses when there are conflicting requests for use of a Joint/Mutual Use Facility. For School Board Facilities, the Priority of Use shall be as follows: School Board activities and programs or School Board facility lease agreements, including FHSAA events;~~

~~ii. County activities and programs pursuant to this Agreement;~~

~~iii. County sanctioned recreational provider activities and programs.~~

~~For County Facilities, the Priority of Use shall be as follows:~~

~~ii. County activities and programs or County facility lease agreements;~~

~~iii. County sanctioned recreational provider activities and programs or County facility rental agreements; (iii) School Board activities and programs pursuant to this Agreement.~~

~~iv. H. "Priority of Use" is defined as the priority of uses when there are conflicting~~

~~requests for use of a Joint/Mutual Use Facility. For School Board Facilities, the Priority of Use shall be as follows: (i) School Board activities and programs or School Board facility lease agreements, including FHSAA events; then (ii) County activities and programs pursuant to this Agreement; and lastly (iii) County sanctioned recreational provider activities and programs. For County Facilities, the Priority of Use shall be as follows: (i) County activities and programs or County facility lease agreements; then (ii) County sanctioned~~

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recreational provider activities and programs or County facility rental agreements; and lastly

(iii) School Board activities and programs pursuant to this Agreement.

I. "Recreational Provider" is defined as an organization under a written contract with the County to provide recreational programs and services to the residents of Martin County.

G-J. - "Request(s)" is defined as a communication by one Party to the other Party seeking to use one or more Joint/Mutual Use Facilities that complies with all requirements of this Agreement, including but not limited to Sections 2(B) thru 2(F) of this Agreement.

H-K. "School Board Facility (s)" is defined as Joint/Mutual Use Facilities owned or operated by the School Board.

L. "Season" is defined as the period of FHSAA seasonal plays and related activities, as scheduled each year.

M. "Standing Request" or "Reoccurring Request" is defined as a Joint/Mutual Use Facility Request which is initiated one (1) time during the term of this Agreement and may be repeated for up to one (1) Season of play, not to exceed for 6 months or the duration of the term of this Agreement, whichever occurs first.

2. Joint/Mutual Use Facilities.

A. The Parties agree that the Joint/Mutual Use Facilities subject to this Agreement are more particularly described in Exhibit A, which is attached hereto and incorporated herein. Each Party agrees to permit the other Party to utilize the Joint/Mutual Use Facilities it owns under the terms and conditions of this Agreement. Any request by either Party for a facility not listed in Exhibit A will follow the usual process that each Party has in place for facility rentals/permits, provided that the insurance, indemnification and sovereign immunity terms and conditions contained in this Agreement shall replace and supersede any terms conditions or other provisions of any permit, application or other agreement that may otherwise be required by the other Party. Each Party shall designate in

writing to the other Party its authorized representative who shall be responsible for coordination of all facility use Rrequests, as well as for all notices or other communications required in this Agreement. Such designation shall be updated not less than annually by the Update Form attached hereto and incorporated herein as Exhibit C.

B. Prior to use of a School Board Facility by a Recreational Provider or other County contractor, the County will provide to the School Board documentation regarding the Recreational Provider or contractor and its agreement with the County for review and approval by School Board or its designee. Documentation will include the contract with the County and Affidavit of Background Screenings. The County will also provide to the School Board any reports required to be submitted, including evidence that all insurance requirements have been satisfied ~~(including all insurance requirements (i.e. Certificate of Insurance) by County and each Recreation Provider/Vendor to the County pursuant to the Recreational Provider contract requesting to use a Joint/Mutual Use Facility.~~

Comment [EK1]: Add-in insurance requirement

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C. Non-School Board use of County Facilities subject to this Agreement shall be managed by the County. Non-County use of School Board Facilities subject to this Agreement shall be managed by the School Board. County use of School Board Facilities shall include use by the County's Recreational Providers and contractors. County use not personally attended by County staff and School Board use not personally attended by School Board staff will require an on-site representative be designated and approved by the owner of the Joint/Mutual Use Facility ~~County and the School Board. Compensation for any on-site representation shall be borne in full by the Party making the Request to use the Joint/Mutual Use Facility.~~

D. Each Party shall submit all Rrequests for use of the other Party's Joint/Mutual Use Facilities by email to the authorized representative of the Joint/Mutual Use Facility owner as soon as possible and no less than twenty-one (21) calendar days prior to the date

Comment [EL2]: Understood requests process needs discussion between the parties.

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~~of the Request seeks~~ use of the Joint/Mutual Use Facility. All ~~Requests~~ for use of a Joint/Mutual Use Facility must include the facility desired, specific space at the facility, date(s) and times ~~of the requested~~, specifically including times for arrival, use, and departure. Requests may also be submitted ~~annually~~ at the time of renewal of this agreement for review and approval by Joint/Mutual Use Facility owner, provided that each Request is made in compliance with Join/Mutual Use Facility owner's policy, including those relating to booking windows. All ~~Requests~~ will be reviewed by the authorized representative of the Joint/Mutual Use Facility owner and the authorized representative shall be responsible for ensuring that a response to the ~~Request~~ is provided to the Party making the Request~~requester~~ within five (5) working days of the date of the ~~Request~~, according to the School Board's then-prevailing administrative 248 day calendar. Both ~~Parties~~ have the ability to deny a ~~Request~~ due to maintenance, wear and tear, scheduling, or such other reason deemed reasonable and appropriate by authorized representative of the Joint/Mutual Use Facility owner. In the event a ~~Request~~ is denied, the reason for denial shall be included in such response. The School Board and the County will each devise their own~~an~~ electronic delivery method for all ~~Requests~~. Each Party shall use the electronic delivery method devised by the other Party when each and every Request is made.

Comment [EK3]: Must follow 'No greater than 3 months in advance, and no longer than 6 months for reoccurring (standing) per Policies & Procedures - to discuss

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E. Prior to entering the School Board's property for any reason, County employees, contractors, subcontractors, coaches, and volunteers must comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and School Board Policies, including 8417, as any and/or all of same may be amended from time to time. The School Board will have no obligation to pay the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the individual. The County and its contractors, subcontractors, coaches, and volunteers must annually provide to

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the School Board a background check affidavit which lists the individuals who have met the requirement and may be entering the School Board's property in accordance with this Agreement and the date on which the background screening was completed, which County may update with School Board at any time. A County employee, contractor, subcontractor, coach or volunteer who is not listed in the annual affidavit or a subsequent update will not be permitted on a Joint/Mutual Use Facility. The Parties agree that if any employee, contractor, subcontractor, coach, or volunteer employed by the County fails to comply with the requirements of Sections 1012.32 and 1012.465, Florida Statutes, such failure shall give the School Board the immediate right to remove such employee, contractor, subcontractor, coach, or volunteer from the site.

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E.F. Prior to entering the County's property, School Board employees, contractors, subcontractors, coaches, and volunteers must comply with Chapter 435, Florida Statutes, Level 2 screening, as may be amended from time to time. The County will have no obligation to pay the cost of acquiring the background screening required. Upon request and receipt of payment, the County may conduct the required screening. The School Board and its contractors, subcontractors, coaches, and volunteers must annually provide to the County a background check affidavit which lists the individuals who have met the requirement and may be entering the County's property in accordance with this Agreement and the date on which the background screening was completed, which School Board may update with County at any time. The Parties agree that if any employee, contractor, subcontractor, coach, or volunteer employed by the School Board fails to comply with the requirements of Chapter 435, Florida Statutes, such failure shall give the County the immediate right to remove such employee, contractor, coach, or volunteer from the site. ~~Both parties may make Standing Requests for Joint/Mutual Use Facilities utilizing the electronic delivery method.~~

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Comment [CM4]: Who does this and how?

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~~F.G.~~ Unless otherwise specifically stated in the Exhibit A related to a School Board Facility, the provisions of this paragraph shall apply: (i) School Board may, after review and approval, The School Board shall permit the County use of of all outdoor athletic facilities at School Board Facilities byfor County use for its athletic programs, and events, and for recreational and educational programs, (ii) School Board may ~~The School Board may place restrictions on the use of competition fields, including as part of the scheduling process, and (iii) The School Board will not be provideing or give access to nets, poles, orand pads as well as any other infrastructure needed to engage in such athletic activities. The County and the County approved Contractors shall supply and remove their own equipment each day a Joint/Mutual Use Facility is used. The County, or designated on site representative, will be responsible for setting up, taking down and properly storing the equipment. The County will only allow responsible adults to setup all equipment, including volleyball stands and nets or any other equipment with tension mechanisms.~~

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~~G.~~ Unless otherwise specifically stated in the Exhibit related to a County Facility, the provisions of this paragraph shall apply. The County shall permit the School Board use of all outdoor athletic facilities at County Facilities for School Board use for athletic programs and events and for recreational and educational programs. The County may place restrictions on use of competition fields as part of the scheduling process. The County will be responsible for providing access to nets, poles, and pads as well as any other infrastructure needed to engage in such athletic activities. The School Board, or designated on site representative, will be responsible for setting up, taking down and properly storing the equipment. The School Board will only allow responsible adults to setup all equipment, including volleyball stands and nets or any other equipment with tension mechanisms.

H. The County shall permit the School Board the use of County Facilities for staff training.

3. Access.

A. School Board Facilities will be available to the County during After-school hours on days in which school is in session until 11:00 P.M. at Elementary, and 10:00pm at Middle & High school levels, and from 7:00 A.M. until 11:00 P.M. at Elementary, and 7:00am till 10:00pm at Middle & High school levels on non school days and weekends, based on Priority of Use and the process to ~~r~~Request and approve use listed in Sections 22.B(B) thru (2)(H).

B. County Facilities will be available to the School Board at all times, based on Priority of Use and the process to ~~R~~request and approve use listed in Sections 2(-B) thru 2(H).

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~~C. Prior to entering the School Board's property for any reason, County employees, contractors, subcontractors, coaches, and volunteers must comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and School Board Policy 8417. The School Board will have no obligation to pay the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the individual. The County and its contractors, subcontractors, coaches, and volunteers must annually provide to the School Board a background check affidavit which lists the individuals who have met the requirement and may be entering the School Board's property in accordance with this Agreement and the date on which the background screening was completed. The parties agree that if any employee, contractor, subcontractor, coach, or volunteer employed by the County fails to comply with the requirements of Sections 1012.32 and 1012.465, Florida Statutes, such failure shall give the School Board the immediate right to remove such employee, contractor, subcontractor, coach, or volunteer from the site. If the County fails to perform any of the duties described in this paragraph, the School Board agrees to allow the County a reasonable opportunity to comply with such~~

~~duties. Failure by the County to comply within a reasonable time shall constitute a breach of this Agreement.~~

~~D. Prior to entering the County's property, School Board employees, contractors, subcontractors, coaches, and volunteers must comply with Chapter 435, Florida Statutes, Level 2 screening, as may be amended from time to time. The County will have no obligation to pay the cost of acquiring the background screening required. Upon request and receipt of payment, the County may conduct the required screening. The School Board and its contractors, subcontractors, coaches, and volunteers must annually provide to the County a background check affidavit which lists the individuals who have met the requirement and may be entering the County's property in accordance with this Agreement and the date on which the background screening was completed. The parties agree that if any employee, contractor, subcontractor, coach, or volunteer employed by the School Board fails to comply with the requirements of Chapter 435, Florida Statutes, such failure shall give the County the immediate right to remove such employee, contractor, coach, or volunteer from the site. If the School Board fails to perform any of the duties described in this paragraph, the County agrees to allow the School Board a reasonable opportunity to comply with such duties. Failure by the School Board to comply within a reasonable time shall constitute a breach of this Agreement.~~

4. Maintenance of Facilities

~~A. The Pparties agree to meet annually to prepare a maintenance access schedule and procedures, which shall set forth the date and times of regular maintenance of all Joint/Mutual Use Facilities as well as provide contact information for each Facility for maintenance purposes. The parties agree to review the maintenance access schedule and procedures annually to update information included therein. The Pparties agree to provide~~

Comment [EL5]: Discussion item.

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each other 'after hour, on-call' emergency ~~services~~-phone numbers during the term of this Agreement.

B. The ~~P~~parties each agree to provide, or cause to be provided, all labor, material and services reasonably required to ~~_~~perform their respective obligations and responsibilities described in Exhibit B, attached hereto and incorporated herein. All work to be performed hereunder shall be done in a workman-like manner, and all material, equipment and fixtures to be installed in or on any Joint/Mutual Use Facility, whether by way of initial installation or repair, shall be at least of a type and quality typically used by the owner of the Joint/Mutual Use Facility.

C. The School Board agrees to provide the County, including its employees, contractors, subcontractors, agents, and volunteers, access to the School Board Facilities to perform maintenance or repairs during reasonable hours and following confirmation of access by the School Board.

~~D.~~ Each ~~P~~party shall provide year-round maintenance and operational support for its Joint/Mutual Use Facilities, including water and electric utility service. Each ~~P~~party shall maintain its Joint/Mutual Use Facilities in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.

~~E.D. The School Board agrees that if it removes a School Board Facility from the Joint/Mutual Use Facilities list, it will reimburse the County for costs incurred by the County for installation, maintenance, repair, and replacement of improvements at the School Board Facility that is being removed. Such costs will be prorated over a seven (7) year period from the date of such improvements and the reimbursement will be for the remaining years of the seven (7) year proration. No cost reimbursement will be required for repair or replacement costs due to intentional or criminal damage to School Board Facilities. No cost reimbursement will be required for installation, maintenance or repair costs that are more~~

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~~than five (5) years old. The parties agree that there will be no reimbursement for any costs associated with lighting of a School Board Facility.~~

~~F.E.~~ Upon termination of this Agreement or removal of a Joint/Mutual Use Facility, the non-owning Pparty shall remove its personal property, including but not limited to, gear, equipment and other above-ground apparatus from the owner's facility. All fixtures shall remain on site and the facility owner shall determine the viability of the improvements, and whether or not to continue use and assume maintenance responsibilities, or remove at the installers expense.

~~G.F.~~ ~~Each party agrees to notify the other party in~~ advance of major projects, construction, or maintenance scheduled for the ~~notifying owning Pparty's~~ Facilities that would have an impact on the other Pparty's use of or access to the Facilities, owning Party agrees to notify the other Party.

5. Damage to Mutual Joint Use Facilities.

A. The School Board and the County each agree that they shall not do, or cause to be done, any act in, on, or upon Joint/Mutual Use Facilities, which may result in damage or depreciation of the value of such Facilities, or any part thereof.

B. Each Pparty agrees it will not dispose of, nor allow the disposal of, any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents on or in the Joint/Mutual Use Facilities in any manner not permitted by law. In the event of discovery of such disposal, the discovering Pparty shall immediately report the details of such occurrence to the other Pparty. The Pparty responsible for the damage shall be responsible for all cleanup costs, including fines imposed by any applicable agency for contaminants placed on a Joint/Mutual Use Facility after the Commencement Date of this Agreement.

C. In the event any damage occurs at a Joint/Mutual Use Facility during non-owner use, the using Pparty agrees to notify the owner Pparty in writing of the damage and the using Pparty will reimburse the owning Pparty for the actual costs to repair the damage. If the time or cause of damage cannot be determined, the Pparties agree to split the repair cost equally between the Pparties.

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6. Security/Law Enforcement during Joint/Mutual Use.

A. All County and public uses of School Board Facilities are subject to School Board Policy 7217, and Section 790.115, Florida Statutes, regarding the prohibition of weapons on School Board property.

B. In the event of any disturbance or disruption which occurs at a Joint/Mutual Use Facility during non-owner use, the using Pparty agrees to manage the incident as if on its own property. Disturbances and disruption include, but are not limited to, any serious injury to players or spectators, unruly conduct by players, coaches, spectators, or any other event that may warrant law enforcement intervention. The Pparties hereby delegate non-exclusive authority to each other to 1) notify the Sheriff's Office or City Police Department, as applicable, of a trespass violation and 2) bar individuals from one or more of the Joint/Mutual Use Facilities while such facilities are in use by the barring Pparty pursuant to this Agreement. The Pparties agree to notify each other of any such event within 48 hours of such occurrence.

C. Both Pparties agree to provide ~~adequate~~ supervision of activities to prevent bodily harm to the participants in their activities, and property damage when occupying the other Pparty's property.

7. Notice.

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All Notices shall be addressed to the following:

As to the County:

Martin County
Attn: Director, Parks and Recreation
2401 SE Monterey Road
Stuart, Florida 34996
MCParksCustomerService@martin.fl.us

With a copy to:

Martin County
Attn: County Attorney
2401 SE Monterey Road
Stuart, Florida 34996
LegalEsvc@martin.fl.us

As to School Board:

Attn: Director, Facilities
Martin County School District
500 E. Ocean Blvd.
Stuart, FL 34994

With a copy to:

Attn: ~~Office of Chief Counsel~~ Legal Services Department
~~Martin County School District~~ The School Board of Martin County, Florida
500 E. Ocean Blvd., M-Plex 1
Stuart, FL 34994

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Comment [EK6]: Updated Address Forthcoming

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Comment [EK7]: TBA

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8. Liability and Insurance.

A. As between the School Board and the County, as limited by Section 768.28, Florida Statutes, the County assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the County, its officers, employees, independent contractors, and agents in connection with this Agreement, and the School Board assumes responsibility for claims for personal injury or property damage arising out of and attributable to the acts or omissions of the School Board, its officers, employees, independent contractors, and agents in connection with this Agreement.

B. Notwithstanding anything to the contrary in this Agreement, the Parties are not responsible for any damages or indemnity to each other or any third party or any other person or entity for which the Parties have sovereign immunity or are otherwise protected or limited

under Florida law, including but not limited to Section 768.28, Florida Statutes. Nothing in this Agreement shall be read in any manner to waiver, alter, change or modify the Pparties sovereign immunity and rights under Florida law, but not limited to Section 768.28, Florida Statutes

C. In the event that either Pparty's Joint/Mutual Use Facilities are unavailable for use by the other Pparty as provided in this Agreement due to the need for construction, unscheduled maintenance, emergency repairs or the occurrence of any force majeure event, the owner of the Joint/Mutual Use Facility shall have no liability for any proximate, direct or indirect loss, damage, cost or injury suffered by the pParty seeking to use the other's Joint/Mutual Use Facility. Use of any Joint/Mutual Use Facility may be withheld or restricted by the owner of that Joint/Mutual Use Facility until construction or repairs are completed.

D. The Pparties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Section 768.28, Florida Statutes, as may be amended. In the event either Pparty maintains ~~third-party~~ commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance for purposes related to this Agreement, the Pparty maintaining the ~~third-party~~ insurance shall: (i) maintain limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars \$2,000,000 in aggregate combined single limit for general commercial liability, including for bodily injury or property damage; (ii) maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for automobile liability; (iii) ~~and shall~~ add the other Pparty as an additional insured to the commercial general liability and automobile liability policy, but only with respect to negligence arising out of this Agreement that is not a result of the other pParty's negligence; and (iv) provide the other Party Certificate(s) of Insurance complying with the above. The additional insured policy provisions and certificates of insurance endorsement for the County shall read "Martin County

Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The additional insured policy provisions and certificate(s) of insurance endorsement for the School Board shall read "The School Board of Martin County, Florida, its Officers, Employees and Agents." The ~~p~~Parties agree the additional insured ~~endorsements~~ policy provisions and certificate(s) of insurance shall provide coverage on a primary basis. Claims-bill tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. The ~~P~~parties agree to maintain or be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended. Each ~~P~~party agrees to provide the other ~~P~~party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the ~~P~~parties agree to recognize as acceptable for the above-referenced coverages. ~~Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.~~

9. Disputes.

Disputes under this Agreement may be resolved by the County's Authorized Representatives and the School Board's Authorized Representatives. (The County and the School Board shall designate such Authorized Representatives, respectively, in writing.) Any unresolved disputes between the Parties shall be resolved ~~If such Authorized Representatives are unable to reach a resolution, the parties shall select a mediator mutually acceptable to all parties to conduct a mediation of the issues involved and make a recommendation to all parties. The parties agree that both parties shall pay the mediation costs and any related expenses in equal shares. The parties hereby agree to w~~pursuant to a~~ive the conflict resolution processes set forth in Chapter 164, Florida Statutes and instead agree to be bound by the conflict resolution processes set forth in this Agreement.~~

10. Term.

This Agreement shall become effective upon its respective approval by the County and the School Board at their scheduled public meetings and execution of their respective Chairs, and filing with the Clerk of the Circuit Court. This Agreement shall remain in effect ~~for an initial period until July 31, 2020~~ of one (1) year, and shall thereafter automatically annually renew for additional one (1) year periods unless either Pparty gives written notice to the other, not less than ~~thirty~~ninety (930) days prior to the annual renewal.

11. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Pparty, without cause, upon ~~ninety~~thirty (930) days prior written notice to the other Pparty. The Director of the Parks and Recreation Department is hereby authorized to provide such notice to the School Board. The Chief Operating Officer of the School Board is hereby authorized to provide such notice to the County. This Agreement may also be terminated with cause upon expiration of the thirty (30) day cure period provided for in Section 13 below.

12. Breach of Agreement.

In the event either Pparty materially breaches this Agreement and does not comply with the covenants contained herein, there shall arise in the other Pparty the right of ~~unilateral rescission of to terminate~~ this Agreement. Following a thirty (30) day notice to the breaching Pparty and a failure of the breaching Pparty to remedy such breach within that thirty (30) days following notice, or within such additional time as the Pparties may agree, the other Pparty may take action at its scheduled public meeting to terminate this Agreement. The breaching Pparty shall be liable to the other Pparty for all costs or damages incurred by the other Pparty as a result of the breach of this Agreement by the breaching Pparty.

13. Miscellaneous.

A. The Pparties agree, warrant and represent that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, ethnicity, marital status, sexual orientation, gender or gender identity and expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted on or in a Joint/Mutual Use Facility.

B. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the Court of appropriate jurisdiction in and for Martin County, Florida.

C. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

D. Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the Pparties hereto.

E. No waiver of any provision of this Agreement shall be effective against any Pparty hereto unless it is in writing and signed by the Pparty waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

F. Neither Pparty shall be considered the author of this Agreement since the Pparties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one Pparty as opposed to the other Pparty based upon who drafted it.

G. This Agreement is made solely and specifically among and for the benefit of the Pparties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

~~H. The School Board agrees to notify the School Board's Principals of the terms and conditions of this Agreement and the School Board's commitment to make the School Board Facilities available for County use in accordance with the Priority of Use.~~

IH. The County will file a copy of this Agreement with the Clerk pursuant to Section 163.01(11), Florida Statutes.

IJ. This Agreement shall take effect on the date that it is fully executed and filed with the Clerk. Upon this Agreement taking effect, all previous Interlocal Agreements, negotiations, or representations between the County and the School Board, either written or oral, relating to use of one or more of the Athletic Facilities shall be replaced in their entirety by this Agreement and shall no longer be in effect.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the dates as indicated.

DULY ADOPTED this _____ day of _____, 2019

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

**CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

**EDWARD V. CIAMPI
CHAIR**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**SARAH W. WOODS
COUNTY ATTORNEY**

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

The School Board of Martin County, Florida has adopted this Interlocal Agreement between itself and the Martin County Board of County Commissioners at its regularly scheduled public meeting held on the ____ day of _____, 2019.

Signed by the Chair of the School Board and attested to by the Superintendent of Schools as Secretary to The School Board this ____ day of _____, 2019.

ATTEST: **MARTIN COUNTY SCHOOL BOARD**

Laurie Gaylord, Superintendent

Christia Li Roberts, Chair

APPROVED AS TO FORM AND CORRECTNESS:

Anthony George, School Board Attorney

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EXHIBIT A
JOINT/ MUTUAL USE FACILITIES

A. School Board

1. David Anderson Middle School
2. Jensen Beach Elementary School

B. County

1. Citrus Grove Community Park
2. Sailfish Splash Waterpark

EXHIBIT A-1
DAVID ANDERSON MIDDLE SCHOOL

EXHIBIT A-2
JENSEN BEACH ELEMENTARY SCHOOL

EXHIBIT A-3
CITRUS GROVE COMMUNITY PARK

EXHIBIT A-4
SAILFISH SPLASH WATERPARK

| During FHSA swimming and diving season, the County shall permit the School Board use of the Aquatics Center at Sailfish Splash Water Park for practice and meets. The County will also make available for use by the School Board, stopwatch timers, clip boards, mounted time clocks, and starting equipment. The comprehensive electronic timing system and scoreboard will be made available for use by the School Board during FHSA sanctioned Invitational, Regional and Championship meets only. Use of the comprehensive electronic timing system and scoreboard is dependent on the School Board providing a qualified operator, who is approved by the County, to operate the system and scoreboard during these meets. The County will provide space at the Water Park for limited storage of swim equipment owned by the School Board. The School Board will provide adequate on-deck supervision of all athletes, parents and volunteers for all practices and meets, including FHSA sanctioned Invitational, Regional and Championship meets. The County will provide adequate lifeguard coverage for swim meets at its own expense. The School Board will ensure that all coaches and instructors are qualified and trained with certifications by a nationally recognized aquatic safety program(s). Copies of those certifications must be provided to the Parks and Recreation Department. The School Board recognizes that the County has permitted youth swim teams that will use the County Facility during the School Board scheduled practices and meets.

EXHIBIT B

JOINT/ MUTUAL USE FACILITIES MAINTENANCE & OPERATIONS

A. School Board Facilities receiving regular maintenance and repair by the County:

- a. David Anderson Middle School Athletic Fields
- b. Jensen Beach Elementary School Athletic Fields and adjacent playground equipment and adjacent track.

B. County maintenance and operations responsibilities for School Board Facilities under paragraph A. of this Exhibit:

1. Perform all work subject to prior written approval of all proposed plans and specifications by the School Board.
2. Perform all irrigation maintenance and repair including well, pump and power reasonably required to ensure their continued operation at standards at least equal to those existing at the time of execution of this Agreement.
3. Perform all turf repair and maintenance.
4. Perform all repair and maintenance for plumbing, electric, fixtures and partitions for public restrooms located on athletic fields.
5. Perform all athletic field lighting repair and maintenance reasonably required to ensure their continued operation at standards at least equal to those existing at the time of execution of this Agreement.
6. Perform all maintenance of County owned backstops, soccer and football goals, water fountains, netting, bleachers, athletic fences, playgrounds and gates for athletic fields. If there is a replacement of county owned equipment (i.e. playgrounds) by other parties (i.e., Parent and Teacher Associations), maintenance, repairs, and replacement will be the responsibility of the School Board.
7. Pay all separately metered utility costs associated with athletic fields to include electrical and irrigation costs. The County shall ensure that such separate meters are installed, maintained and operated throughout the term of this Agreement.
8. The Parties agree to submit to each other a 2 year repair and replacement request list for review at the signing of this agreement and annually thereafter. The Parties agree to provide to each other in writing the items that will be repaired and replaced for the coming year. The Parties agree to use this information to establish an agreed schedule for annual repairs and replacements, including financial responsibility of each Party, for joint written approval.

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C. All repair of non-functioning items shall be completed within ten (10) business days, except when it is impractical to complete such repairs within that time; and, in that case, repair efforts shall be initiated within ten (10) business days and proceed diligently thereafter to completion. Notwithstanding the foregoing, however, both Parties reserve the right, without relieving the other of its responsibility, to make immediate repair of conditions the Party deems to be a threat to the safety or welfare of persons or property. If the School Board makes emergency repairs which would have otherwise been the responsibility of the County, the School Board agrees to provide the County with a detailed invoice setting forth the costs actually incurred for such emergency repair, as well as copies of all receipts, purchase orders and other documentation of

the actual cost. The County shall, within forty-five (45) days of receipt of the School Board's invoice, reimburse the School Board for the commercially reasonable cost to repair. If the County makes emergency repairs which would have otherwise been the responsibility of the School Board, the County agrees to provide the School Board with a detailed invoice setting forth the costs actually incurred for such emergency repairs, as well as copies of all receipts, purchase orders and other documentation of the actual cost. The School Board shall, within forty-five (45) days of receipt of the County's invoice, reimburse the County for the commercially reasonable cost to repair.

D. School Board maintenance and operations responsibilities for use of County Facilities:

1. Keep all restrooms neat and remove all trash after School Board use during days when County cleaning staff are not scheduled.
2. Collect and remove all trash after School Board use during days when County cleaning staff are not scheduled.
3. Remove and store all equipment.

**EXHIBIT C
ANNUAL UPDATE FORM**

ANNUAL UPDATE FORM FOR
INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY AND THE SCHOOL BOARD
FOR JOINT/MUTUAL USE OF RECREATIONAL FACILITIES

Date: _____

Update for: Martin County ____
School Board ____

Contact information for authorized representative as required by Section 2.A. of the Interlocal Agreement:

Name: _____

Title: _____

Address: _____

Phone Number: _____

email: _____

Submitted to County or School Board (circle one) on this _____ day of _____, 20__.

By: _____

Print Name: _____

Title: _____

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City of Stuart Sustainability Action Plan and Martin County Climate Vulnerability Assessment – Anne Ellig, City of Stuart Program Manager and Kathy Fitzpatrick, Martin County Coastal Engineer

CITY OF STUART SUSTAINABILITY

October 21, 2020



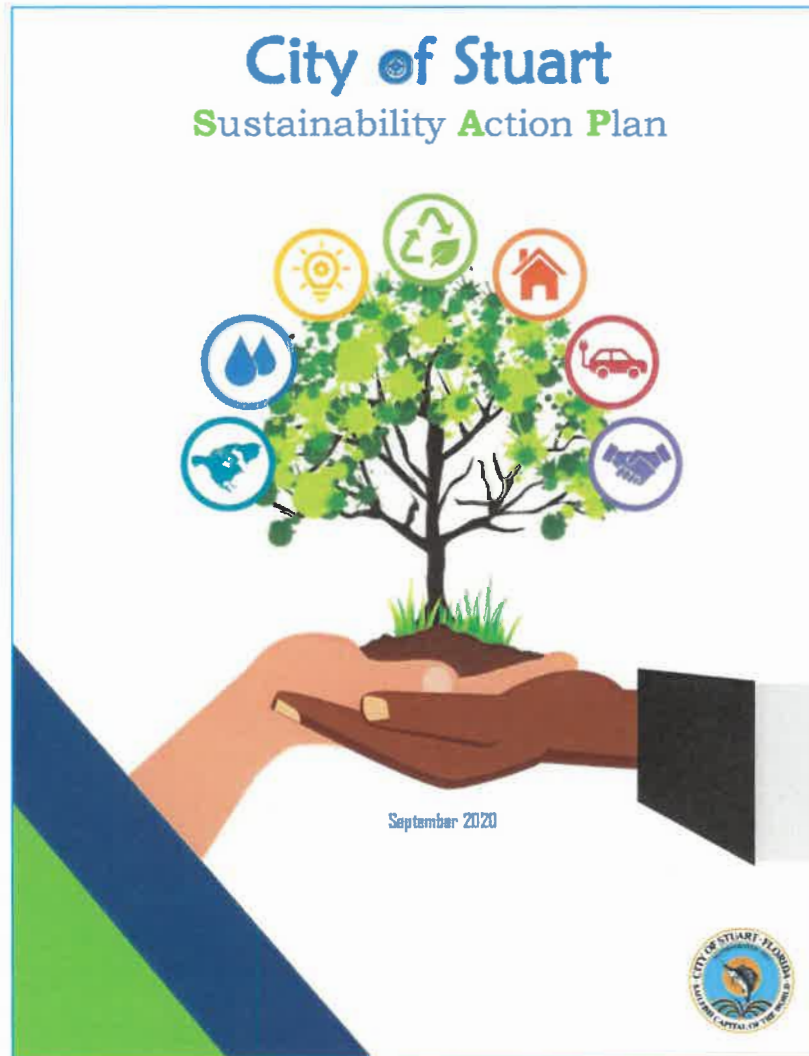
COMMITTEE



WORKSHOP



IMPLEMENTATION



7 Branches

23 Goals



Climate Resiliency



1. Mitigate human-driven causes of climate change.
2. Adapt to future conditions.
3. Lessen heat impacts to the community.

Natural Resources



4. Maintain and improve air and water quality.
5. Enhance greenspace utilization.
6. Reduce consumption of potable water.
7. Retrofit municipal facilities.

Renewable Energy



8. Reduce electricity used by the City.
9. Reduce electricity used in the community.
10. Increase electricity sourced from clean renewable energy.

Pollution and Waste Reduction



11. Reduce plastic pollution.
12. Reduce the amount of waste produced.
13. Increase waste diversion.

Built Environment



14. Promote green building.
15. Attract green businesses and sustainable industry.
16. Reduce light pollution.
17. Adapt the built environment to future conditions.

Transportation



18. Reduce energy use and cost.
19. Create safe, affordable, mobility/transportation.
20. Improve infrastructure to adapt to growing innovation and need.

Local Government



21. Incorporate sustainability into future city policymaking decisions.
22. Improve staff awareness of sustainability.
23. Bolster city advocacy of sustainability issues.

Climate Resiliency



1. Mitigate human-driven causes of climate change.
2. Adapt to future conditions.
3. Lessen heat impacts to the community.

October 2020 Grant Application

RESILIENCE PLANNING GRANT THROUGH THE FL DEPARTMENT OF ENVIRONMENTAL PROTECTION

➡ Vulnerability analysis of areas, assets, and populations and prioritize potential actions to mitigate and adapt to the identified hazards

RESILIENT MARTIN

SEA LEVEL RISE
IMPACTS





EFFECTS OF CLIMATE CHANGE

- ▶ Increased Temperature
- ▶ Rising Sea Levels
- ▶ More Powerful Storms
- ▶ Greater Flooding
- ▶ Changes To Water Table
- ▶ Impaired Water Quality
- ▶ Ocean Acidification
- ▶ Vector Borne Disease
- ▶ Economic and property value impacts



RESILIENT MARTIN



LOCAL & REGIONAL IMPACT





RISKS TO MARTIN COUNTY RESIDENTS, INFRASTRUCTURE, AND ENVIRONMENT.

- ▶ Higher & More Frequent Flooding
- ▶ Saltwater Intrusion Into Drinking Water
- ▶ Impaired Water Quality
- ▶ Damage To Sewer And Water Mains
- ▶ Higher Insurance Costs
- ▶ Beach Erosion
- ▶ Fish & Coral Die Offs
- ▶ Stronger & More Frequent Storms
- ▶ Decreased Tourism
- ▶ Flooding heightened from routine rain events



RESILIENT MARTIN

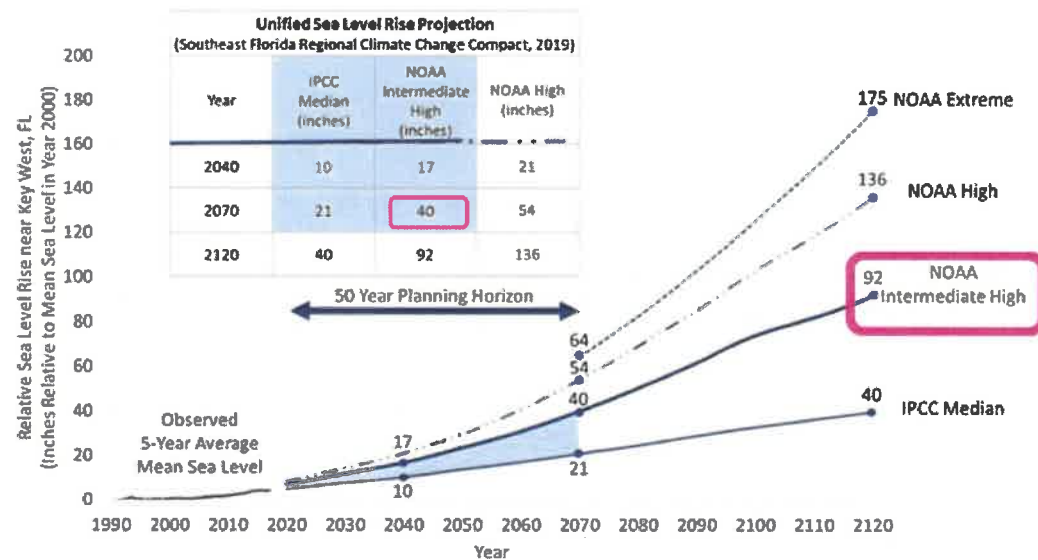




UPDATED 2019 SEA LEVEL RISE PROJECTIONS IN OUR VULNERABILITY ANALYSIS

SOUTHEAST FLORIDA REGIONAL CLIMATE COMPACT PROJECTIONS

- ▶ Martin County Vulnerability Assessment uses the NOAA Intermediate sea level rise projection
- ▶ Focus on the 2070 future condition



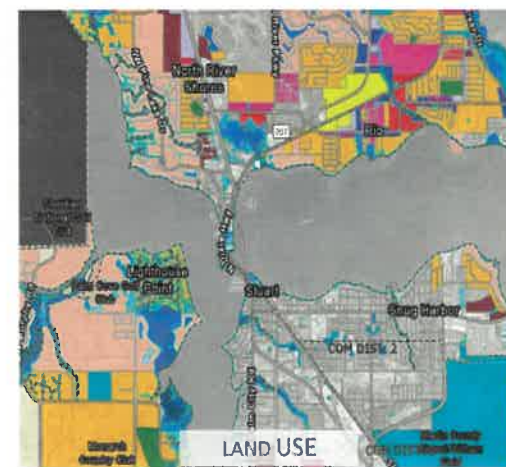
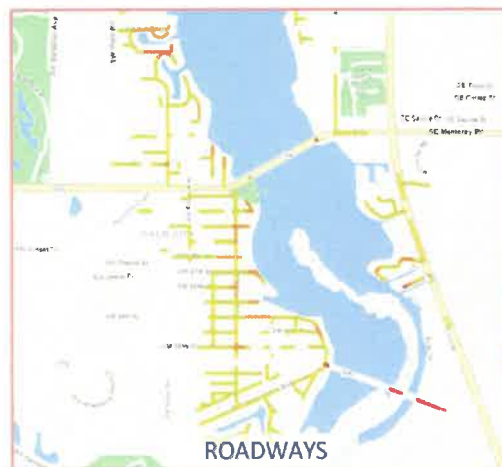
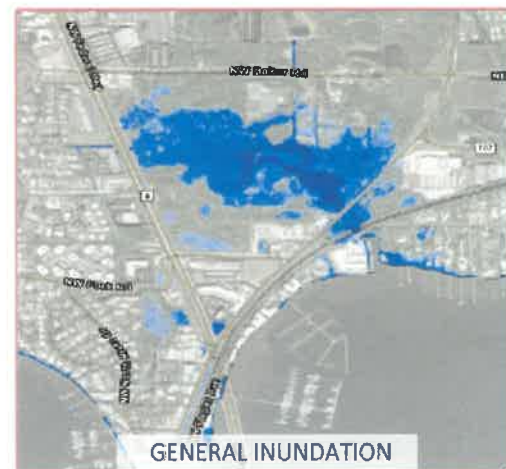
RESILIENT MARTIN



SEA LEVEL RISE IMPACTS: 2070

MODELING AND MAPPING FUTURE CONDITIONS

- ▶ To assess potential vulnerability
- ▶ Areas vulnerable to flooding and when
- ▶ Analysis stretches across data collected
- ▶ Community level impacts
- ▶ Focused on 2070



RESILIENT MARTIN





SEA LEVEL RISE IMPACTS: 2070

DATA DRIVEN PLANNING

- ▶ In-depth consideration of future conditions
- ▶ Project prioritization
- ▶ Not just locations of flooding but extent of it
- ▶ Ensures health and safety of county residents and business owners

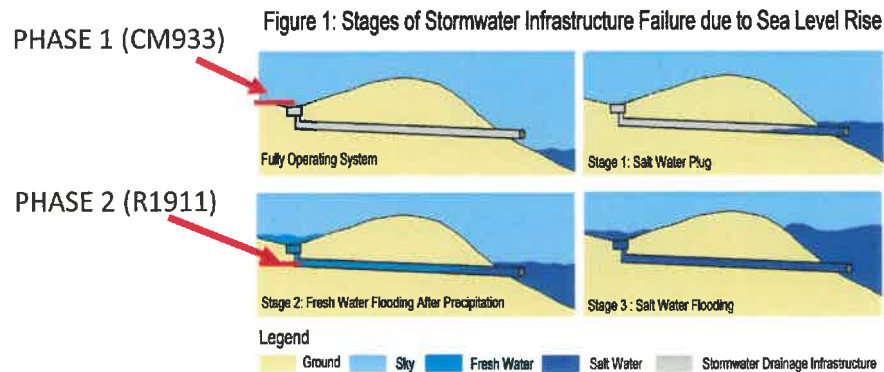


Figure By Emily Niederman



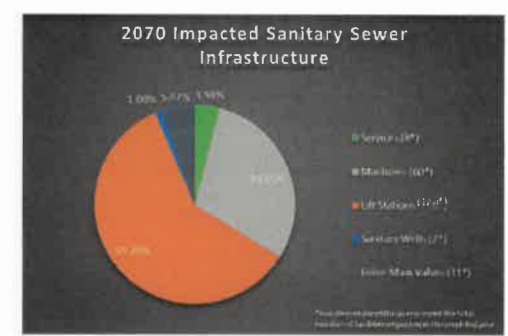
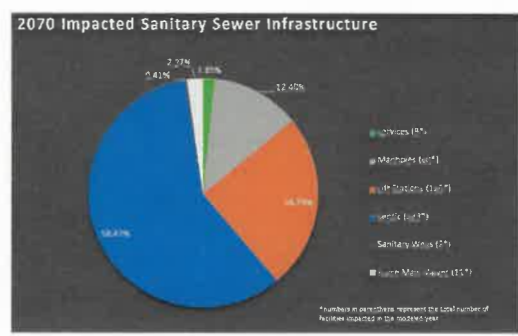
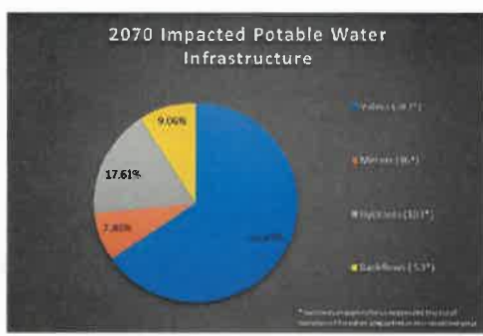
RESILIENT MARTIN



PERSONAL IMPACTS: QUALITY OF LIFE

MODELING AND MAPPING FUTURE CONDITIONS

- ▶ Water and Sewer
- ▶ Accessibility
- ▶ Infiltration through manholes
- ▶ Septic to sewer conversion



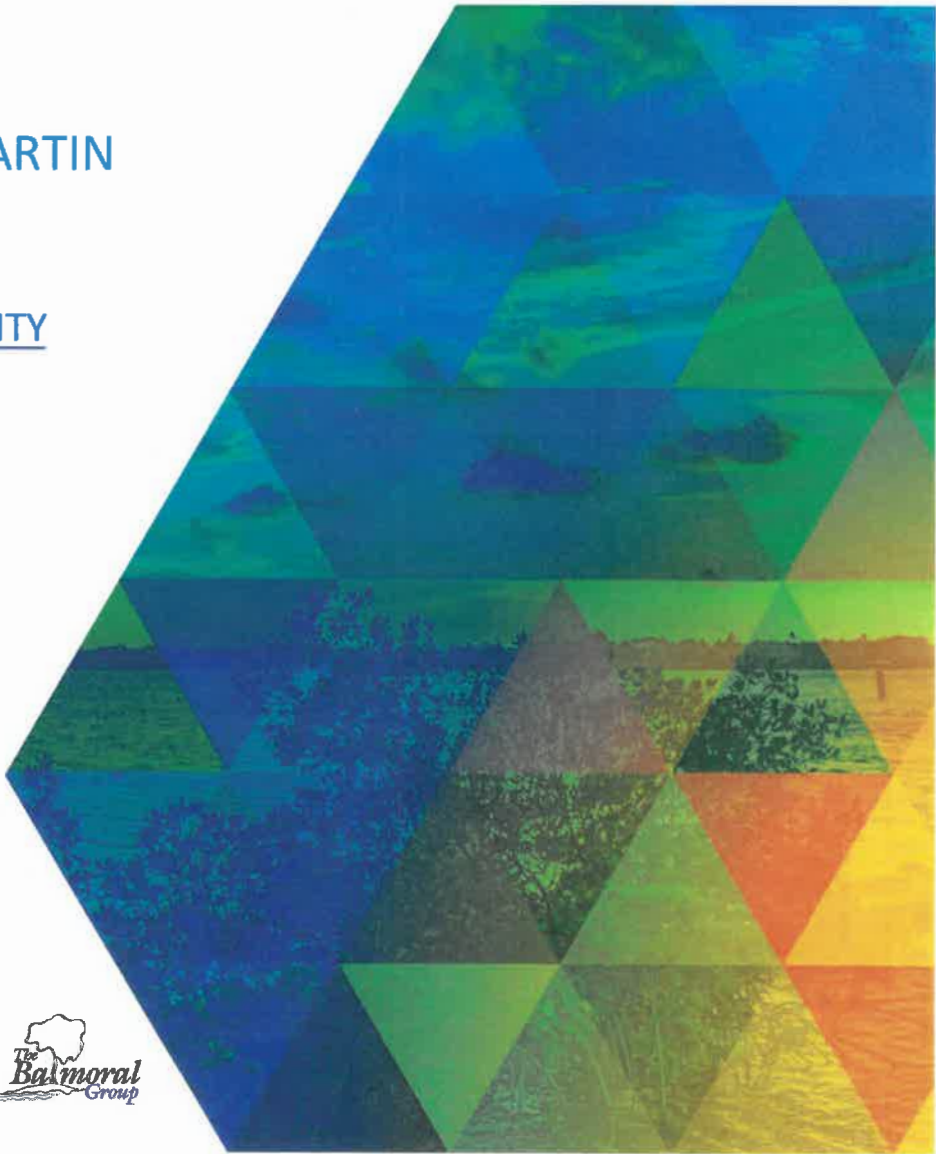
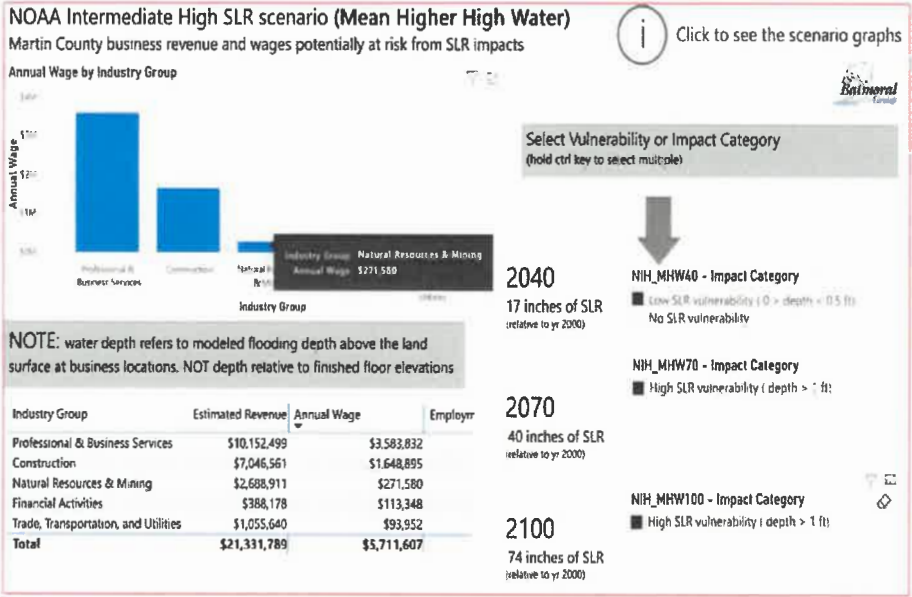
RESILIENT MARTIN





ECONOMIC VULNERABILITY – RESILIENT MARTIN

DATA DASHBOARD: MARTIN.FL.US/ECONVULNERABILITY



RESILIENT MARTIN







RESILIENT MARTIN RECOMMENDED ACTIONS

The SLR Plan includes 48 recommendations grouped into 4 main areas:

1. County Assets & Infrastructure
2. Land Development
3. Natural Resources
4. Socioeconomic

The recommendations also indicate an implementation mechanism which may include the need for additional data or analyses.

Specific County procedures are identified where feasible.

A projected timeline is established:

- ▶ Short (1-5 years)
- ▶ Moderate (5-10 years)
- ▶ Long (10+ years)

Martin County Sea Level Rise Plan Implementation Recommendations	
RECOMMENDATION	TIMELINE (Short: 1-5 yrs, Medium: 5-10 yrs, Long: 10+ yrs)
COUNTY ASSETS & INFRASTRUCTURE: TECHNICAL VULNERABILITY ANALYSIS	
1. Add vulnerability or flood risk factor into capital projects.	Short
2. Consider project life and relationship to sea level rise and flood risk in capital projects.	Short
3. Expand overall vulnerability assessment to include erosion rates, shoreline elevation, impacted stormwater discharge and commercial area metrics.	Medium
4. Make infrastructure retrofit and maintenance projects more resilient.	Short
5. Improve stormwater vulnerability analysis to factor in more data about structures, drainage basins, storage capacity and rainfall.	Medium
6. Enhance sea level rise modeling to link surge from hurricanes, precipitation and shorelines.	Long
7. Undertake modeling that relates surface water, groundwater and impacts to septic tanks and water supply wells.	Medium
8. Complete property level risk analysis with NFIP data.	Short
9. Expand information and coordination on sea level risk impacts to transportation systems.	Short
10. Use more detailed information related to elevations to determine road impacts from sea level rise.	Medium
11. Analyze individual at-risk facilities and assets to prioritize adaptation measures.	Medium
12. Incorporate property level building elevations into vulnerability analysis.	Short
13. Use vulnerability information in emergency management planning and project priorities.	Short
14. Collaborate with SPWMD to understand their coastal structure adaptation projects and relationship to County drainage.	Short
15. Create complete dataset on hazardous materials use or storage impacts by future flood risk.	Medium
16. Use "pilot" projects to help inform feasibility of adaptation measures.	Ongoing
17. Link CRA stormwater planning with vulnerability information.	Short
18. Determine if public open spaces can accommodate enhanced stormwater management benefits.	Short
19. Link ongoing sanitary sewer conversions with sea level rise vulnerability analysis.	Short
COUNTY ASSETS & INFRASTRUCTURE: ECONOMIC ANALYSIS	
20. Analyze future flood damage and economic impact to properties.	Short
21. Update previous economic analysis related to adaptation strategies.	Short
22. Determine costs and funding sources for adaptation.	Short
COUNTY ASSETS & INFRASTRUCTURE: POLICY DEVELOPMENT	
23. Review Comprehensive Plan and Code for linkages with recommendations in the Resilient Martin Plan.	Short
24. Integrate sea level rise projections into Comprehensive Plan and Design elements of Code.	Medium



RESILIENT MARTIN

RESILIENT
MARTIN

WHAT CAN YOU DO?

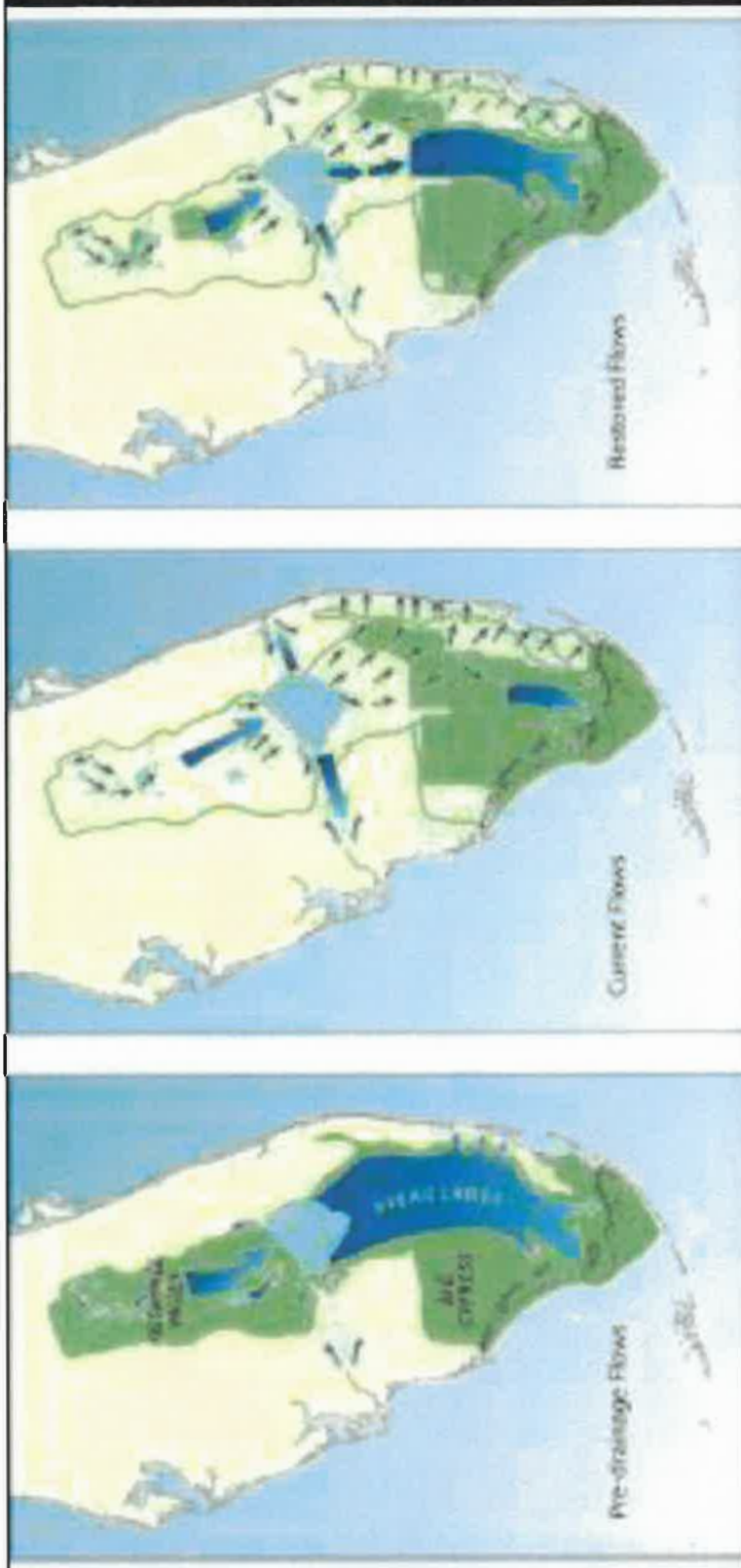


RESILIENT
MARTIN

WWW.MARTIN.FL.US/RESILIENCE



**Water Quality Update - John Maehl, Martin County Ecosystem
Restoration and Management Manager**



Lake Okeechobee System Operating Manual

History of Lake Management

LOSOM: 2022 – 2032

LORS08: 2008 - 2022

WSE: 2000 - 2008

Run25: 1992 - 2000

Above 15.5: 1978 - 1992

Below 15.5: 1951 - 1977

CLIMATE

Progress

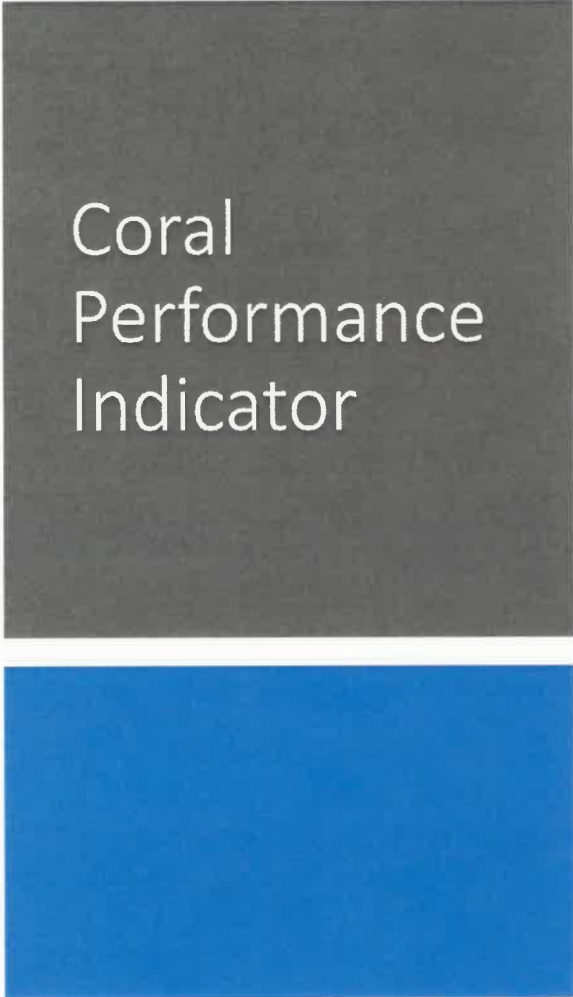


Key Milestones

MILESTONE	DATE
Scoping Meetings (complete)	February - March 2019
Identify Initial Array of Alternatives & Evaluation Methodology (Increment 1)	May 2020
Alternative Evaluation Increment I, Increment II	May 2020 – April 2021
Draft Report Release	January 2022
Final Report Release	July 2022
Record of Decision (ROD)	October 2022

RECOVER
Salinity
Performance
Measure

- Total Fresh Water Inputs vs. S-80 only
- 1400 CFS Stressful
- 1700 Damaging



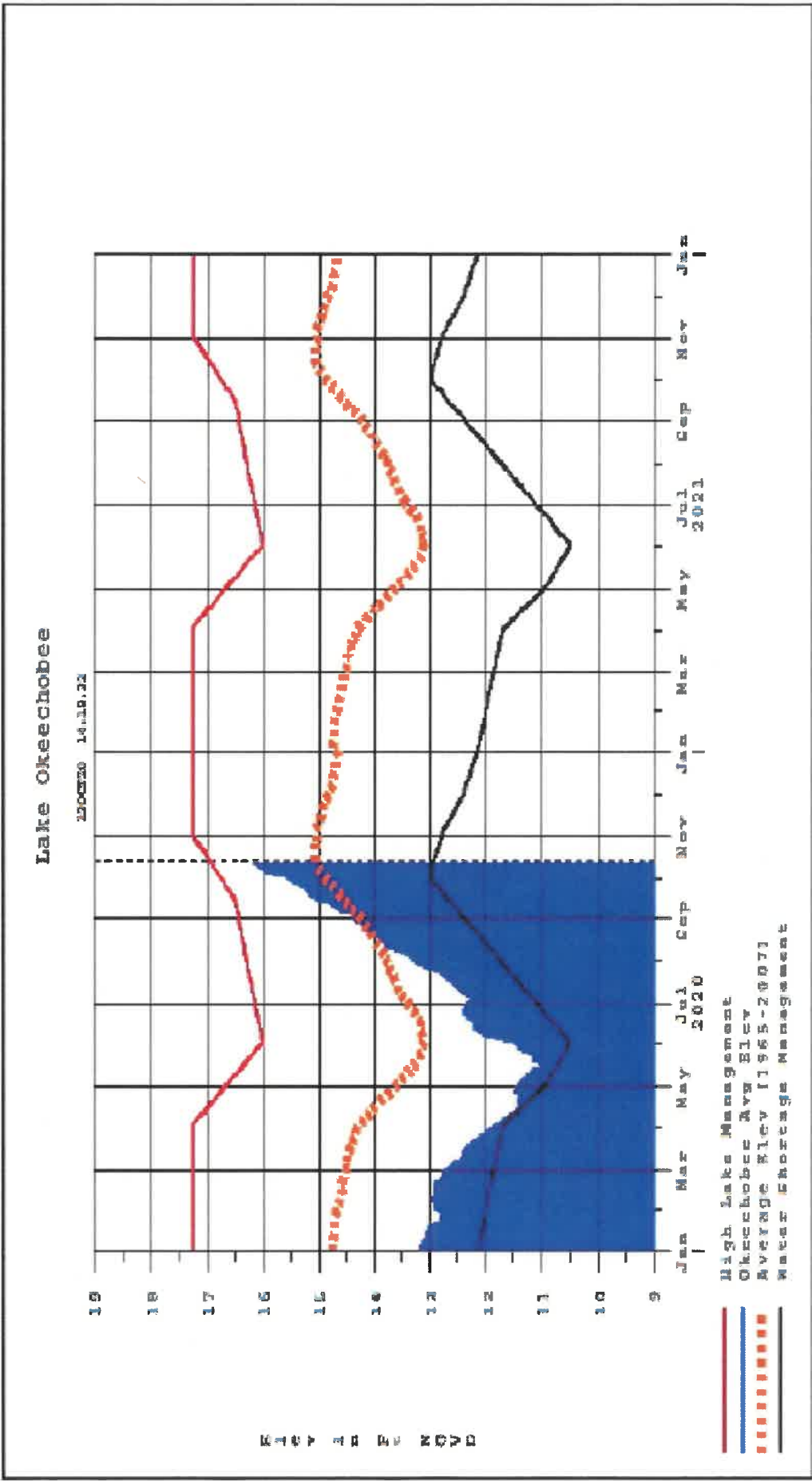
Coral Performance Indicator

- In development to analyze alternative lake management plans impact to near shore coral reef
 - Modeling extension
 - Coral impact salinity threshold

**Martin
County Local
Government
Working
Group**

Monthly Coordination Meetings

- **Martin County**
 - John Maehl
- **City of Stuart**
 - Ben Hogarth
- **Town of Sewall's Point**
 - Michelle Berger





**For more information
please visit:**

www.martin.fl.us/LOSOM

COVID-19 Update - Julie Sessa, MC School Board Coordinator of Risk



EDUCATE **ALL** STUDENTS FOR **SUCCESS**

COVID-19 Update

Joint County/City Meeting

October 21, 2020

Presentation Outline

- K-12 Student Enrollment, Learning Option and Attendance Data
- NEW - COVID-19 Dashboard
- Review Department of Health Protocols for School Health
 - COVID-19 Key Messages to Families
 - Daily Symptom Screener
 - Symptomatic Decision Tree

EDUCATE **ALL** STUDENTS FOR **SUCCESS**



K-12 Enrollment Information

- **16,539** K-12 students currently enrolled in the Martin County School District.
- **403** students withdrew to attend school in another Florida district in May 2020. **170** students have withdrawn to attend school in another Florida district this school year.**
- **136** students withdrew to attend a private school in May 2020. **43** students have withdrawn to attend a private school this school year.
- **369** students withdrew to attend a charter school in May 2020. **8** students have withdrawn to attend a charter school this school year.
- **1,471** total student withdrawals between May and October 2020.
- **1,848** enrollments for the 2020-21 school year.

*Data current as of **October 9, 2020**

**Includes students now enrolled in FLVS, MOSAIC or other virtual programs

K-12 Enrollment by Learning Option

	Number/Percentage of K-12 Students
Traditional (In-Person)	11,438 (70%)
Remote	4,924 (30%)
Total	16,539 (100%)

Parents/guardians may **request a learning option change for their child in the FOCUS Parent Portal**. When students are pivoted to remote learning because of a quarantine or isolation, the school updates the learning option automatically in the FOCUS student information system.

*Data current as of October 12, 2020.

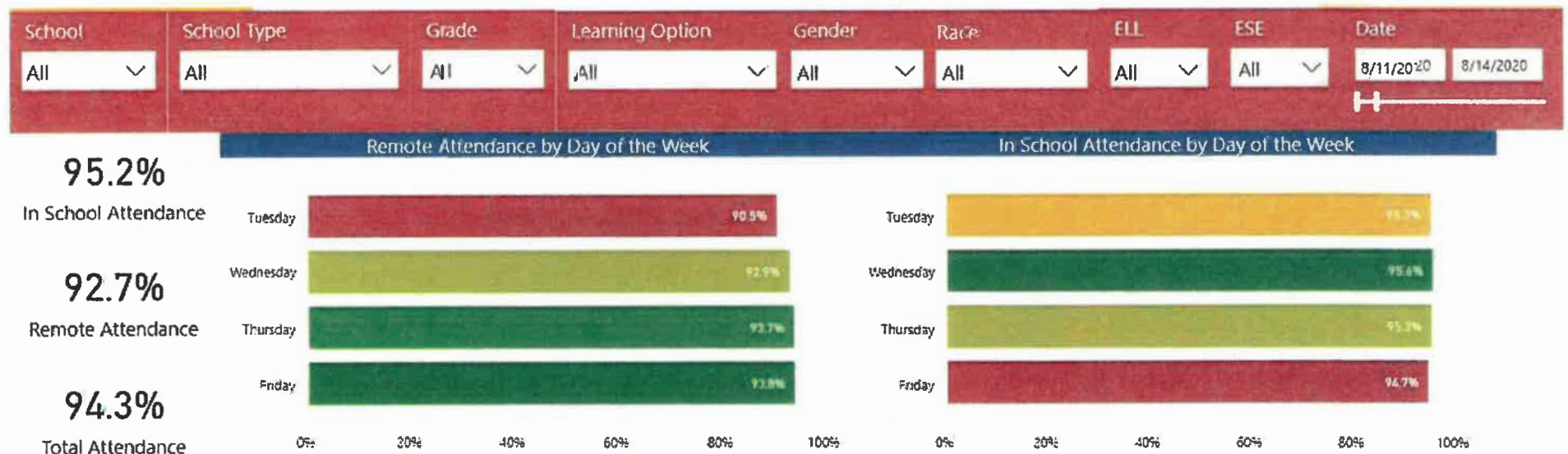
Device Deployment Update

- The District has **taken delivery of all previously ordered student Chromebooks**. These devices are being deployed to to all students enrolled at a District-operated school.
- The devices were **dropped shipped to the school sites** based on number of students at each site that did not have a District device assigned to them in Focus.
- The **school sites are coordinating deployment** of devices to students according to what works best for their particular site.
- The district is now in a position to **provide devices for ALL MCSD students**.



K-12 Student Attendance

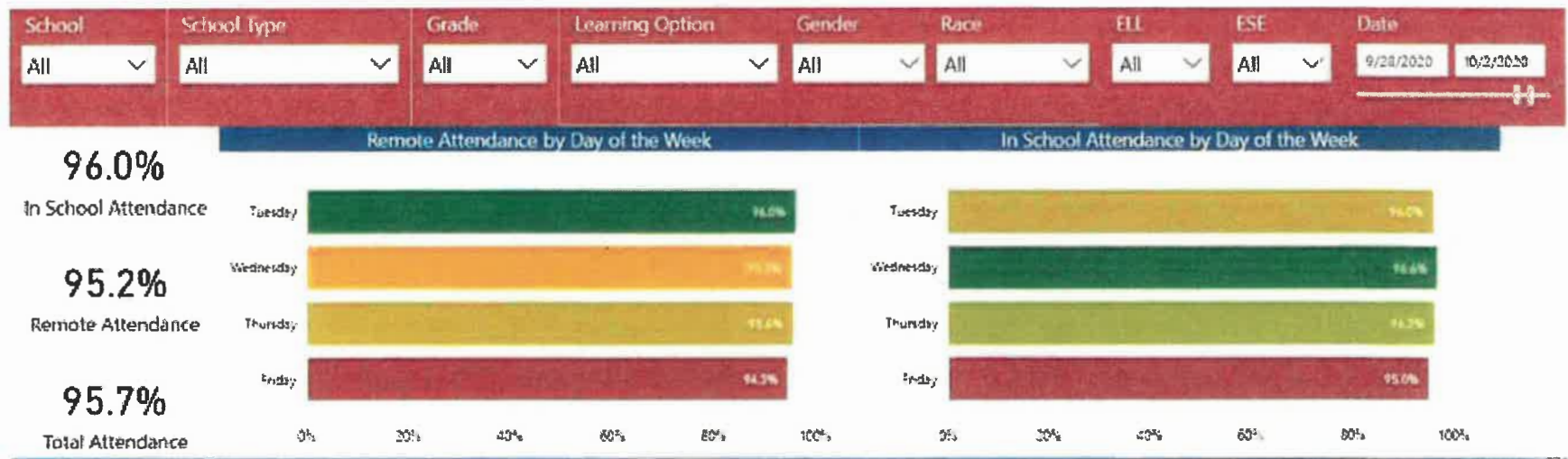
Week 1 (August 11 - August 14, 2020)



*Data from FOCUS as reported by teachers

K-12 Student Attendance

Week 8 (September 28 – October 2, 2020)



*Data from FOCUS as reported by teachers



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Martin County School District

Reset Filters

Martin County School District COVID Dashboard

10/12/20 12:00:00 AM

Last Refresh

**** Cases displayed have been confirmed by the Martin County Health Department ****

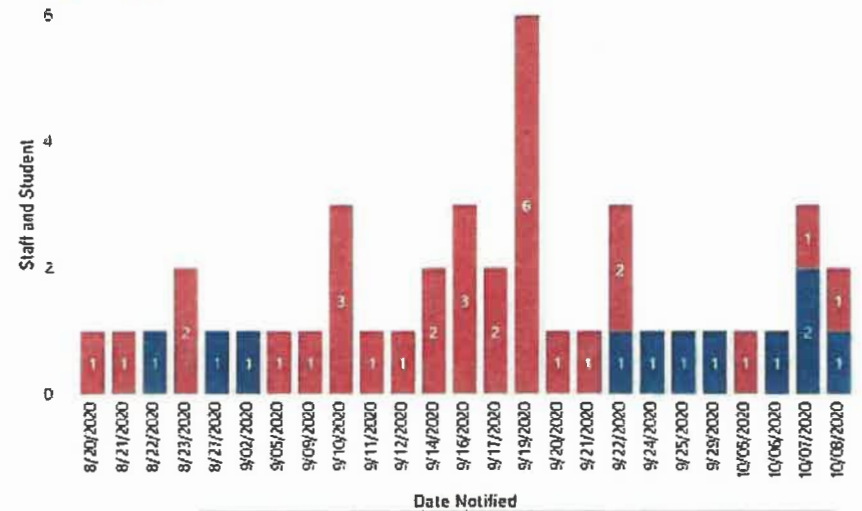
**** if a school site or location does not display as an option, there have been no confirmed cases ****

School	Type	Location
All	All	All

12 staff 38 student(s) 0 other 50 cases

Reported Confirmed Cases since August 11, 2020

Type ● Staff ● Student



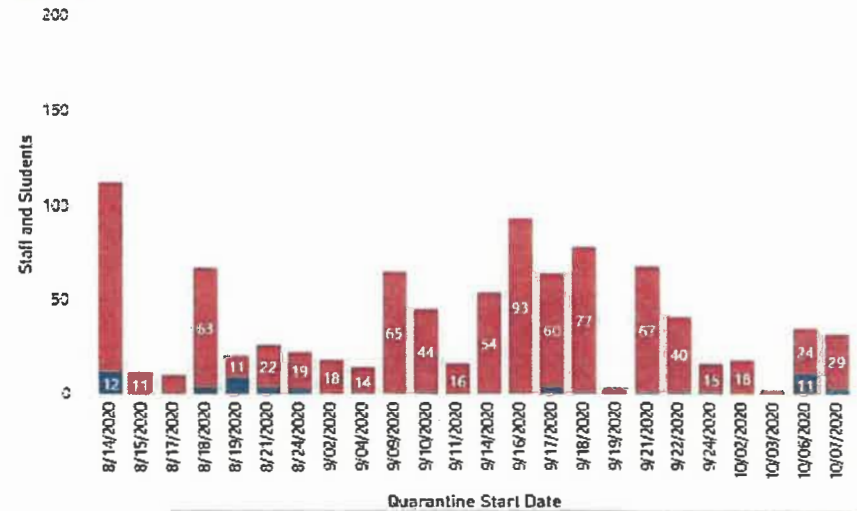
All Quarantines

* Active Quarantines denotes individuals under quarantine as of today *

80 staff 1075 students 1155 total

Quarantine Cases since August 11, 2020

● Staff ● Students



Martin County School District | Educate All Students For Success



EDUCATE ALL STUDENTS FOR SUCCESS

COVID Dashboard

Martin County School District

Key Messages

- **Monitor your child's health daily.** Do not send any children to school who are sick or exhibiting any symptoms of illness.
- If anyone in your household is **symptomatic, awaiting test results or has tested positive for COVID- 19, do not send your children to school.** If someone in the house has tested positive, the whole household is on quarantine. Please notify your child(ren)'s school(s).
- **Children who have been identified as a close contact of a case will be excluded from in-person school** and transferred to remote learning at home. Chromebook devices and WiFi hotspots will be provided as needed.
- Continue to **Avoid the 3Cs** - **closed spaces** with poor ventilation, **crowded places** with many people nearby and **close-contact settings** (such as close-range conversations).
 - We have had students test positive after sleepovers, gatherings with friends/family from out of town, etc.
- **Don't let your guard down.** Continue to wear a mask, wash your hands frequently and maintain social distancing when possible.





Daily Home Screening for Students

Parents: Please complete this short check each morning with your child or children before sending them to school.

SECTION 1: Symptoms

Does your child have any of the following symptoms, that indicates a possible illness that may decrease the student's ability to learn and also put them at risk for spreading illness to others? Please check your child for these symptoms.

Yes	No	Temperature 100.4 degrees Fahrenheit or higher
Yes	No	Sore Throat
Yes	No	New uncontrolled cough that causes difficulty breathing (for students with chronic allergic/asthmatic cough, a change in their cough from baseline)
Yes	No	Diarrhea, vomiting, or abdominal pain
Yes	No	New onset of severe headache, especially with a fever

If the student provides a negative answer YES to any of the above questions in Section 1, the student **must stay home** until symptom-free for at least 24 hours without fever reducing medications.

If the student answers YES to any question in Section 1, then:

- If positive test for COVID, student should stay home for 10 days until symptom free and at least 24 hours without fever reducing medications. If these criteria are met, the student does not need a negative test or doctor's note to return to school.
- If student has a negative COVID test obtained during current symptoms, student should stay home until fever free for at least 24 hours and all other symptoms have gone away.

SECTION 2: Close Contact/Potential Exposure

Yes	No	Had close contact (within 6 feet of an infected person for at least 15 minutes) with a person with confirmed COVID-19
-----	----	---

If answered yes to the above question in Section 2, the student **must stay home for 14 days since exposure to COVID**.

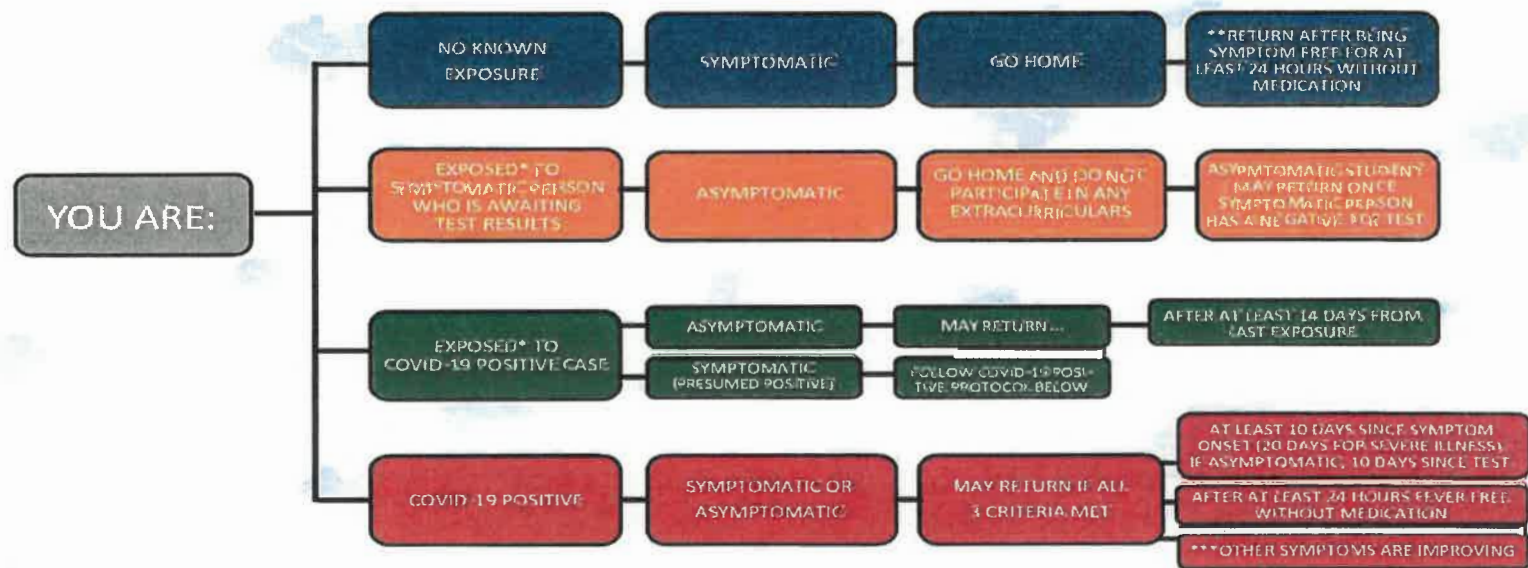
If student develops symptoms of COVID during the quarantine period, student should be tested for COVID. If student does not get tested, continue quarantine period and do not return to school until symptoms have gone away. School should be notified.

Adapted from CDC Guidance: 3/26/2020





COVID-19 SYMPTOMATIC DECISION TREE



*Per CDC, exposure is close contact of 6 feet or less for 15 minutes or more.

Contact at greater than 6 feet or for less than 15 minutes is generally not sufficient to transmit the virus.

**This is subject to change if community transmission increases beyond moderate or substantial controlled transmission.

***Loss of taste and smell may persist for weeks or months after recovery and need not delay the end of isolation.

Modified in collaboration with the Florida Department of Health in Martin County (DOH Martin)



EDUCATE **ALL** STUDENTS FOR **SUCCESS**

Martin County School District

Questions?



FEFP Budget Update - Carter Morrison, MC School Board Chief Financial Officer



EDUCATE ALL STUDENTS FOR SUCCESS

FEFP Update

October 21, 2020



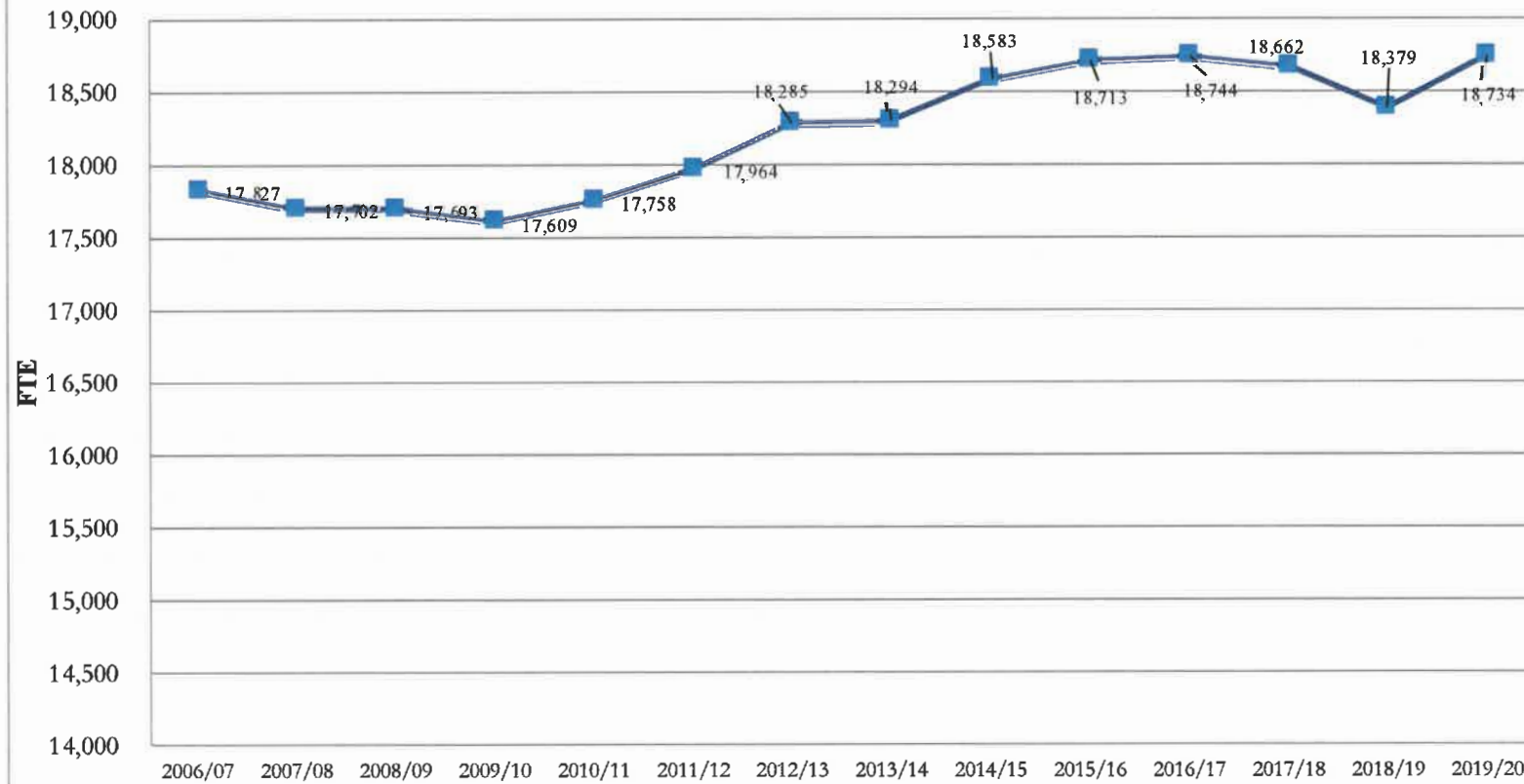
Article IX – Florida Constitution

Article IX, Section 1, of the Constitution of the State of Florida clearly articulates the state's responsibility to our public education system.

Article IX states, *"The education of children is a fundamental value of the people of the State of Florida. It is, therefore, a **paramount duty** of the state to make adequate provisions for the education of all children residing within its borders."*



TOTAL PUBLIC SCHOOL UFTE



ACTUAL STUDENT FULL TIME EQUIVALENT (FTE)							
K THROUGH 12							
2007-2008 THROUGH 2020-2021							
<u>SCHOOL YEAR</u>	<u>TRADITIONAL</u>	<u>TRADITIONAL GAIN (LOSS)</u>	<u>CHARTERS</u>	<u>CHARTER GAIN (LOSS)</u>	<u>NET ANNUAL GAIN</u>	<u>CUMULATIVE GAIN</u>	<u>GRAND TOTAL</u>
2007-2008	17,598	-229	104	104	-125	-125	17,702
2008-2009	17,469	-128	224	120	-8	-133	17,693
2009-2010	17,374	-95	235	11	-84	-218	17,609
2010-2011	17,515	141	243	8	149	-69	17,758
2011-2012	17,717	202	247	4	206	137	17,964
2012-2013	18,020	303	265	18	321	458	18,285
2013-2014	18,052	32	242	-23	9	467	18,294
2014-2015	18,332	280	251	9	289	757	18,583
2015-2016	18,437	105	276	25	130	886	18,713
2016-2017	18,462	25	282	6	31	917	18,744
2017-2018	18,373	-88	289	7	-81	836	18,662
2018-2019	18,089	-284	290	1	-283	552	18,379
2019-2020	17,836	-253	898	608	355	907	18,734
*PROJECTED 2020-2021	17,574	-261	1,350	452	191	1,098	18,924
*Recalibrated projections							
SOURCE: FLDOE FEFP Final FTE Calculation reports							
SOURCE: District Records							



FEFP Funding Summary 2019/20 vs. 2020/21

Description	2019/20 4th Calculation	2020/21 2nd Calculation	Increase / (Decrease) from 4th Calc
Unweighted FTE	18,733.59	18,924.40	190.81
FEFP District RLE Tax	\$ 90,290,022	\$ 89,751,031	\$ (538,991)
Discretionary Tax	\$ 17,406,427	\$ 18,193,434	\$ 787,007
Total Local Revenue	\$ 107,696,449	\$ 107,944,465	\$ 248,016
Total State Revenue	\$ 43,142,337	\$ 47,086,489	\$ 3,944,152
Total State & Local Revenue	\$ 150,838,786	\$ 155,030,954	\$ 4,192,168
% Local Revenue	71%	70%	-1.00%
% State Revenue	29%	30%	1.00%
Total Funds/UFTE	\$8,051.78	\$8,192.12	\$140.34

5



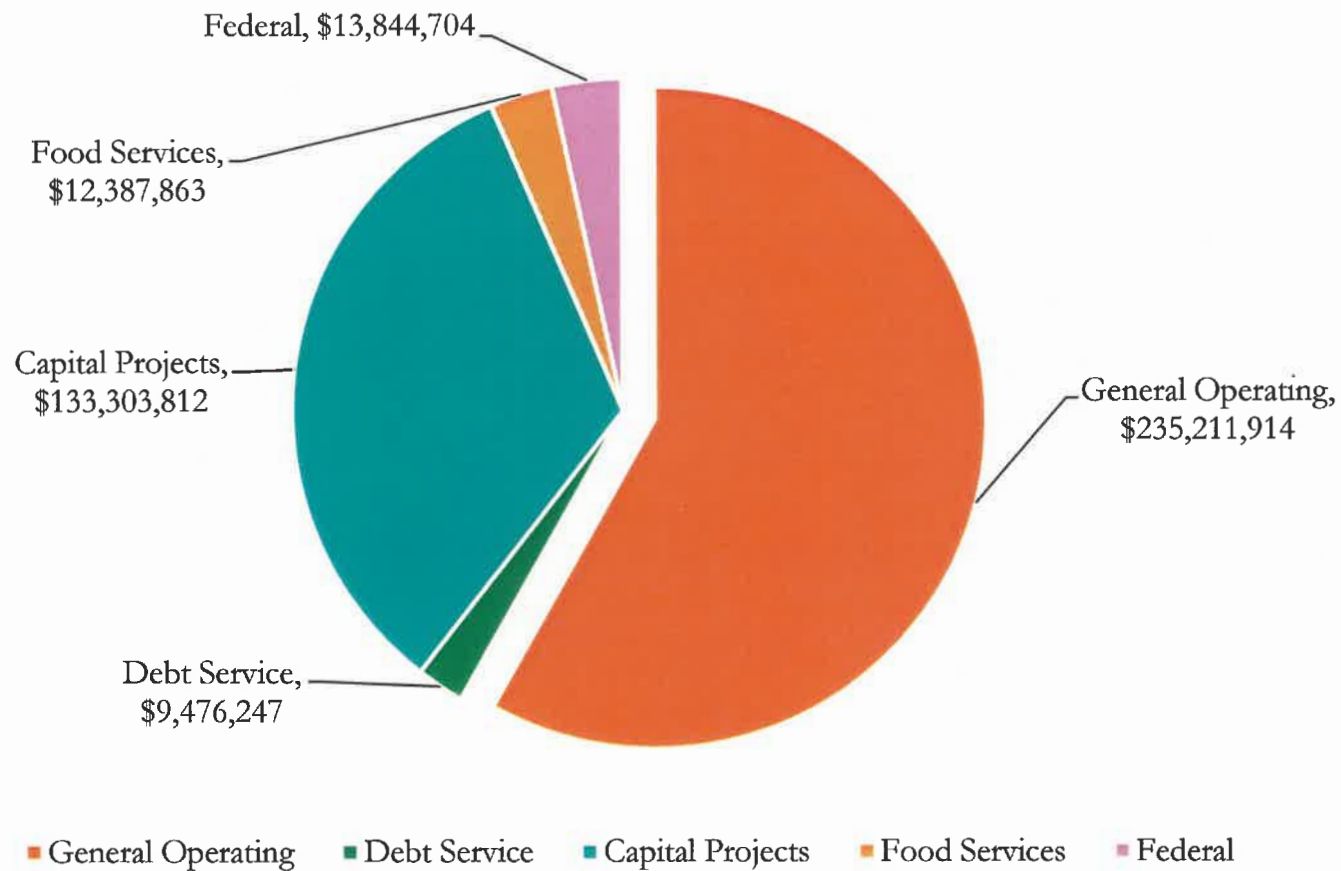
2020-21 FLORIDA EDUCATION FINANCE PROGRAM- MARTIN COUNTY

FTE Students Martin 18,924.40	x	Program Weights *	=	Weighted FTE Students Martin 21,158.29	x	Base Student Allocation (BSA) \$4,319.49	x	District Cost Differential (DCD) Martin 1.0165	=	Base Funding Martin \$92,901,007	+
Supplemental Reading Instruction \$934,506	+	Safe Schools \$1,196,020	+	ESE Guarantee Supplement \$7,028,999	+	Supplemental Academic Instruction \$4,148,847	+	Digital Classroom Allocation \$104,645	+	Transportation \$2,826,831	+
DJJ Supplemental Funding \$0	+	Declining Enrollment Supplement \$0	+	Instructional Materials \$1,676,037	+	Teacher Supply Assistance \$359,271	+	Teacher Salary Increase Allocation \$3,372,731	+	Mental Health Assistance Allocation \$715,116	+
Funding Compression Allocation \$0	=	Gross State and Local FEFP \$115,264,010	-	Required Local Effort \$89,751,031	-	Proration Adjustments \$0	=	Net State FEFP \$25,512,979	+	Discretionary Lottery & School Recognition \$0	+
Class Size Reduction \$21,573,510	-										
Adjustments for McKay Scholarships \$868,073	-	Adjustments for Family Empowerment Scholarships \$250,164	=	Martin's Net State Funding \$45,968,252							

Per FY2020-2021 FEFP 2nd Calculation



2020/21 Board Adopted Budget



Impact of COVID-19 2020/21 September 17, 2020 Student count statistics

	Total Enrolled 9/17/2019	20/21 PROJECTED Survey 2 Un-Weighted FTE	Total Enrolled 9/17/2020	1 Year Enrollment Change
TCCA	563	516	1,034	471
HOPE Center	48	27.5	54	6
CALC	250	124.5	250	0
SMS	877	386.4	777	-100
SWE	584	259	518	-66
MCHS	2188	1064.56	2181	-7
JDP	638	292.45	601	-37
PCE	625	262.9	563	-62
PSLC	109	10.32	85	-24
Riverbend	104	43.15	89	-15
HHB	9	0.23	6	-3
Spectrum	105	53.28	111	6
MIMS	666	285.48	568	-98
PSE	786	365	731	-55
HSE	599	249.71	523	-76
WES	819	381.18	769	-50
JBE	619	258.18	528	-91
IMS	640	320.04	642	2
SFHS	1921	949.71	1911	-10
PWE	798	370.5	745	-53
WLC	90	22	40	-50
CLE	545	232.6	482	-63
HOMS	1030	452.02	914	-116
BCE	584	261.05	573	-11
FAWE	633	251.7	520	-113
JBHS	1493	692.27	1442	-51
AMS	1103	531	1061	-42
CGE	708	276	573	-135
MCAA	104	28.5	60	-44
Headstart	273	0.35	153	-120
VPK	237	0	200	-37
McKay	111	42	84	-27
Family Empower	13	45	90	77
Tot District	19872	9054.58	18,878	994
Tot District minus Charters	19011	8386.58	17,540	1,471
Tot District minus Charters, McKay & FES	18887	8299.58	17,366	-1,521

As of September 17, 2020 the Traditional Public Schools had lost (1,471) students.

Discussion of MCSB student loss:

471 – Enrolled in TCCA Charter School

Student mobility due to COVID-19 has contributed to students moving to another DSB, out of state, enrolling in Private School, Home School, Dropped out and others simply “missing”

We are not alone !

Hillsborough Schools (14,000) students

Miami Dade Schools (12,000) students

Orange County Schools (8,000) students

Broward County Schools (7600) students

Palm Beach County (5000) students

Pinellas County Schools (3000) students

Seminole County Schools (1000) students

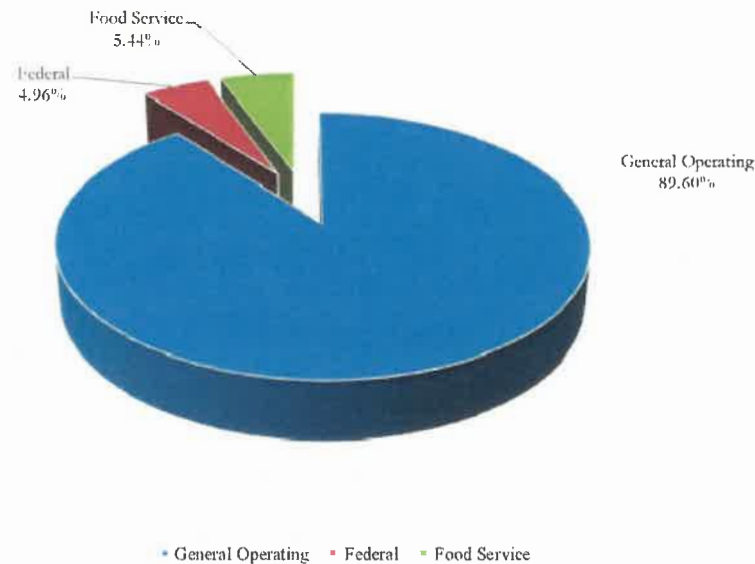
Nassau County Schools (800) students

Bay County (400) students



**SUMMARY OF ALL DISTRICTWIDE POSITION ALLOCATIONS
ALL FUNDS
UNIT COMPARISON**

FUND	Budget 2019-2020	Budget 2020-21	inc(dec)
General Operating	2,914.28	2,877.42	(36.86)
Federal	197.76	159.34	(38.42)
Food Service	182.89	174.69	(8.20)
Grand Total	3,294.93	3,211.45	(83.48)



Budgetary response by District

- ❖ As of September 9, 2020 the District has strategically reduced allocations in the budget to counter the projected loss in student FTE count
- ❖ The District have established a restricted budget stabilization fund as of June 30, 2020 to offset the reduction in student count and any forthcoming budget reductions by the State
- ❖ Principals have been told to freeze all non-essential school purchases at this time
- ❖ Departmental budgets are under further review for adjustments in anticipation of budget reductions



Advocacy by the Florida School Finance Officers Association

On September 15, 2020 the Florida School Finance Officers Association wrote a letter to the Commissioner of Education imploring him to:

“Allowing the forecasted FTE for FY2020-21 to remain as our funded FTE in the FEFP through all 2020-2021 calculations in lieu of the traditional actual FTE counts through Survey 2 and Survey 3 through June 30, 2021, including all FEFP funding”



Statement by incoming Speaker of the Florida House

TALLAHASSEE — Florida's incoming House speaker warned members of the South Florida Business Council this week that in order to weather the "massive financial hit" the state sustained from the pandemic, there will need to be "significant cuts to the budget." "We've had an obviously massive financial hit to the state, not unlike the businesses we've seen interrupted or closed during this period of time in COVID, which is going to create a significant challenge for us," Sprowls told the virtual webinar of about 250 members of the council, which includes members of the chambers of commerce in Miami-Dade, Broward and Palm Beach counties.

"The only way to kind of weather that storm and get the state back on its feet is going to mean significant cuts to the budget," he said." There's going to be businesses and restaurants that unfortunately never open their doors again here in Florida, and that's going to take a toll on the economy."

Source: <https://www.tampabay.com/news/florida-politics/2020/09/18/florida-will-see-deep-budget-cuts-new-house-speaker-says/>



State Board of Education 2021/22 LBR

On September 23, 2020 the Commissioner of Education recommended in his FY21/22 LBR a hold-the-line budget that calls for a \$10/FTE increase in the Base Student Allocation from current year and level or minor increases in categorical programs. His recommendations to keep education funding level come after the Joint Legislative Budget Commission earlier this month accepted the state economists (Economic Demographic Research or EDR) forecast showing a potential budget deficit in FY22 of between \$1-2 Billion when including essential (Critical) services such as education, healthcare and a \$1B reserve.



State Board of Education 2021/22 LBR

2021-22 FEPP LBR
FEPP Comparison
9/15/2022

FLORIDA DEPARTMENT OF EDUCATION
2021-22 FEPP LEGISLATIVE BUDGET REQUEST
STATEWIDE SUMMARY
COMPARISON TO 2020-21 CONFERENCE CALCULATION

	2020-21 FEPP Second Calculation	2021-22 FEPP Legislative Budget Request	Difference	Percentage Difference
MAJOR FEPP FORMULA COMPONENTS				
Unweighted FTE	2,690,177.27	2,929,958.57	30,461.30	1.05%
Weighted FTE	3,198,109.98	3,223,290.07	34,120.09	1.07%
School Taxable Value	2,301,672,931,656	2,338,165,095,945	36,222,153,987	1.57%
Required Local Effort Millage	3.720	3.720	0.000	0.00%
Discretionary Millage	0.748	0.748	0.000	0.00%
Total Millage	4.468	4.468	0.000	0.00%
Base Student Allocation	4,319.49	4,325.49	10.00	0.23%
FEPP DETAIL				
WFTE x BSA x DCD (Base FEPP Funding)	13,772,371,296	13,651,969,380	179,585,094	1.30%
Declining Enrollment Supplement	0	0	0	0.00%
Sparsity Supplement	55,530,000	55,500,000	0	0.00%
State-Funded Discretionary Contribution	25,562,581	25,905,421	443,940	1.74%
0.748 Mills Discretionary Compression	283,291,837	289,151,221	5,979,694	2.27%
DJJ Supplemental Allocation	6,312,500	6,246,467	(66,033)	-1.05%
Safe Schools	160,000,000	160,000,000	0	0.00%
ESSE Guaranteed Allocation	1,002,994,272	1,491,519,563	4,918,315	0.83%
Supplemental Academic Instruction	723,889,528	731,481,161	7,611,633	1.05%
Instructional Materials	236,574,333	236,069,366	(2,495,035)	-1.05%
Student Transportation	449,988,033	454,711,807	4,742,674	1.05%
Teachers Classroom Supply Assistance	54,143,375	54,143,375	0	0.00%
Reading Allocation	130,000,000	130,000,000	0	0.00%
Virtual Education Contribution	6,344	2,880	(2,894)	-45.99%
Digital Classroom Allocation	8,000,000	8,000,000	0	0.00%
Federally Connected Student Supplement	13,861,617	13,864,665	3,396	0.02%
Mental Health Assistance Allocation	100,000,000	100,000,000	0	0.00%
Total Funds Compression and Hold Harmless Allocation	68,000,000	59,739,579	(8,260,421)	-12.15%
Turnaround Supplemental Services Allocation	28,130,736	28,130,736	0	0.00%
Teacher Salary Increase Allocation	500,000,000	500,000,000	0	0.00%
TOTAL FEPP	17,705,584,251	17,807,535,562	201,661,311	1.14%
Less: Required Local Effort	6,019,904,500	6,125,661,352	106,646,782	1.36%
GROSS STATE FEPP	9,689,979,661	9,781,964,210	93,004,549	0.96%
Proportion to Appropriation	0	0	0	0.00%
NET STATE FEPP	9,689,979,661	9,781,964,210	93,004,549	0.96%
STATE CATEGORICAL PROGRAMS				
Class Size Reduction Allocation	3,146,706,386	3,182,964,833	37,189,418	1.19%
Discretionary Lottery/School Recognition	0	0	0	0.00%
TOTAL STATE CATEGORICAL FUNDING	3,146,706,386	3,182,964,833	37,189,418	1.19%
TOTAL STATE FUNDING	12,834,775,046	12,964,969,013	130,193,967	1.01%
LOCAL FUNDING				
Total Required Local Effort	6,019,904,500	6,125,551,352	106,646,782	1.36%
Total Discretionary Taxes from 0.748 Mills	1,653,000,725	1,679,011,129	26,010,404	1.57%
TOTAL LOCAL FUNDING	9,669,505,315	9,804,562,481	134,687,166	1.39%
TOTAL FUNDING	22,504,689,361	22,769,531,494	264,851,133	1.18%
Total Funds per UFTE	7,786.61	7,798.03	9.42	0.12%

- ❖ LBR includes provision for another 30,000 FTE
- ❖ LBR includes \$59.7M of Compression and Hold Harmless Allocation
- ❖ LBR holds the average millage rate steady from FY20/21 at 4.468 mills
- ❖ Continues the \$500M Teacher Salary Allocation from FY20/21
- ❖ Increases total local funding by \$134M or 1.39%



COVID-19 FY19/20 Expenses Incurred Summary:



Category	Cost	Funding Source
Instructional Related Technology	\$835,640	General Operating
Instructional Support	\$596,628	Federal CARES Act
Personal Protective Equipment - Sanitizer and Masks	\$244,583	General Operating
Portable Feeding Stations	\$127,815	Food Services Fund
Personal Protective Equipment - Sprayers	\$71,920	General Operating
Miscellaneous items (wipes, latex gloves, squeeze bottles, Clorox, Peroxide,etc)	\$21,266	General Operating
Total FY19/20 Expenses Incurred	\$1,897,852	
Potential Reimbursement of PPE costs from CARE Act Grant	\$ (308,000)	Federal CARES Act
Instructional Support positions	\$ (596,628)	Federal CARES Act
Portable Feeding Stations funded from Food Services Budget	\$ (127,815)	Food Services Fund
Net impact to General Operating District's Budget	\$865,409	



COVID-19 FY20/21 Expenses Obligated
Summary:



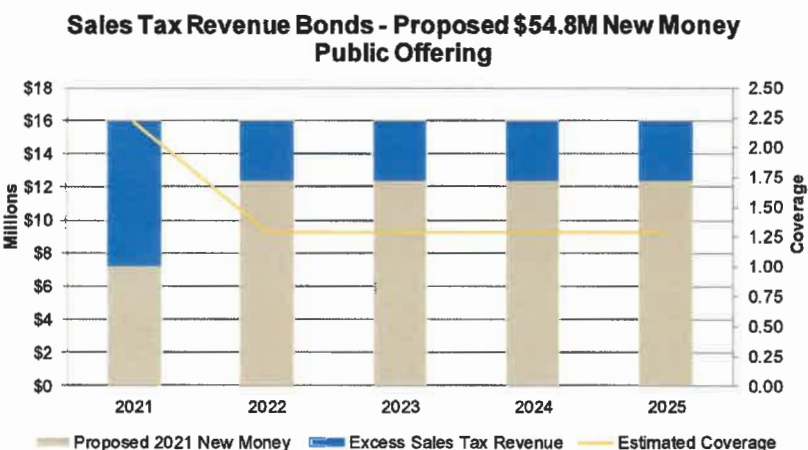
Category	Obligated	Funding Source
30 COVID-19 Custodians for one year only	\$1,080,882	General Operating
Personal Protective Equipment - Health & Safety	\$950,000	Millage Referendum
10 months of 350 each additional Hotspots	\$171,500	General Operating
Total Obligated for FY20/21	<u>\$2,202,382</u>	

On July 7, 2020 Item 2.04 the School Board approved the allocation of 30 Custodians as part of its to student health and safety in its response to the COVID-19 pandemic



Preliminary Structuring Options for New Money Issuance – Public Offering

- Level Debt Service
- Final Maturity: October 1, 2025
- All-in True Interest Cost: 1.233%
- Total Debt Service: \$56.67 million
- Maximum Annual Debt Service: \$12.37 million
- Potential Springtime issuance



MARTIN COUNTY SCHOOL DISTRICT

Sales Tax Revenue Debt Service Coverage Proposed \$54.8M New Money - Public Offering			
Date	Proposed 2021 New Money	Estimated Annual Debt Service Revenues	Debt Service Coverage
10/1/2021	\$ 7,211,958	\$ 16,000,000	2.22
10/1/2022	12,367,250	16,000,000	1.29
10/1/2023	12,363,500	16,000,000	1.29
10/1/2024	12,364,500	16,000,000	1.29
10/1/2025	12,363,750	16,000,000	1.29
Total	\$ 56,670,958		

*Assumes current MMD + 70bps



Dialogue with CFO



Student Enrollment - Kimberly Everman, MC School Board Capital Projects
Planning Specialist

Spring Enrollment Count & Population Projections



October 21, 2020

JOINT CITY, COUNTY & SCHOOL
DISTRICT MEETING
BLAKE LIBRARY



2019/2020 Enrollment Count By Grade

<u>GRADE</u>	<u>10/11/2019 FALL</u>	<u>2/7/2020 SPRING</u>	<u>CHANGE FROM FALL</u>
PK (ESE)	61	87	16
KG	1,233	1226	-7
1 st	1,233	1212	-21
2 nd	1,243	1237	-6
3 rd	1,495	1491	-4
4 th	1,279	1289	10
5 th	1,295	1283	-12
6 th	1,331	1313	-18
7 th	1,383	1391	8
8 th	1,534	1520	-14
9 th	1,493	1477	-16
10 th	1,480	1464	-16
11 th	1,337	1292	-45
12 th	1,355	1294	-61
Total All District	17,752	17,558	-194

Note: Enrollment, Does not include VPK, Charter Schools, Hospital Homebound, McKay Scholarships, Virtual School



2019/2020 Enrollment Count By School Level

School Type	Fall 2019	Spring 2020	Change	% Change
Elementary	7839	7807	-32	-0.41%
Middle	4248	4224	-24	-0.56%
High	5665	5527	-138	-2.44%
Total District Enrollment	17,752	17,558	-194	-1.09%

Note: Enrollment does not include VPK, Charter Schools, Hospital Homebound, McKay Scholarships, Virtual School



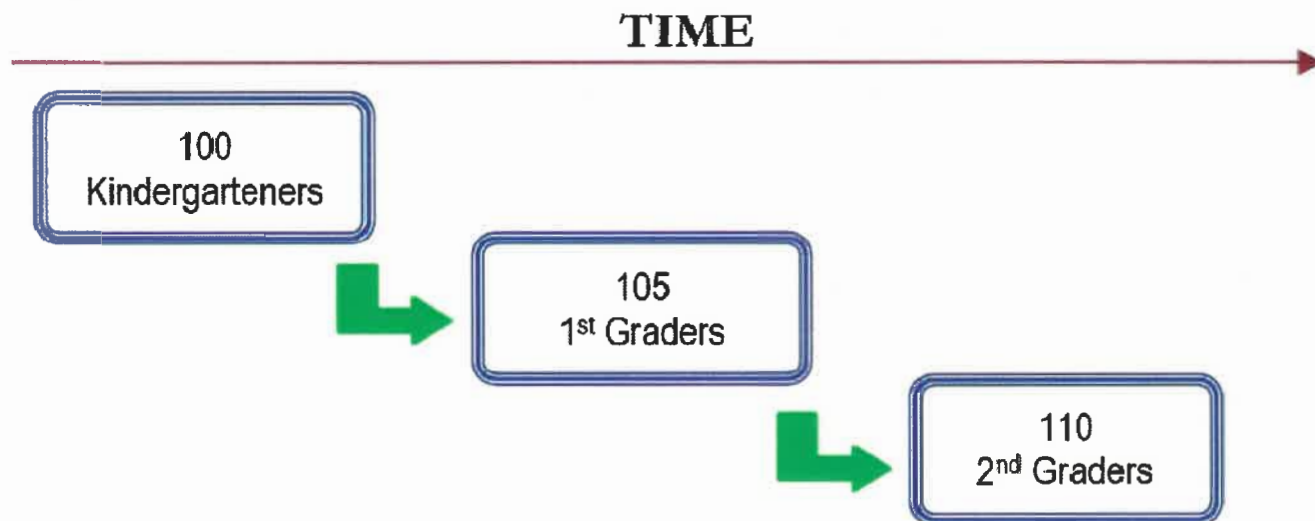
Spring District Enrollment Summary

- Overall, there was a slight change from the total Fall 2019 to Spring 2020 enrollment (-1.09% decrease).
- Elementary Schools decreased (-0.41%), Middle Schools decreased (-0.56 %) High Schools decreased by (-2.44%). High School decrease is attributed to Mid-Year promotions in January.
- Kindergarten has stayed consistent with reported births.
- This year's overall changes from the Fall to Spring enrollment counts are consistent with slight increases/decreases in past years.



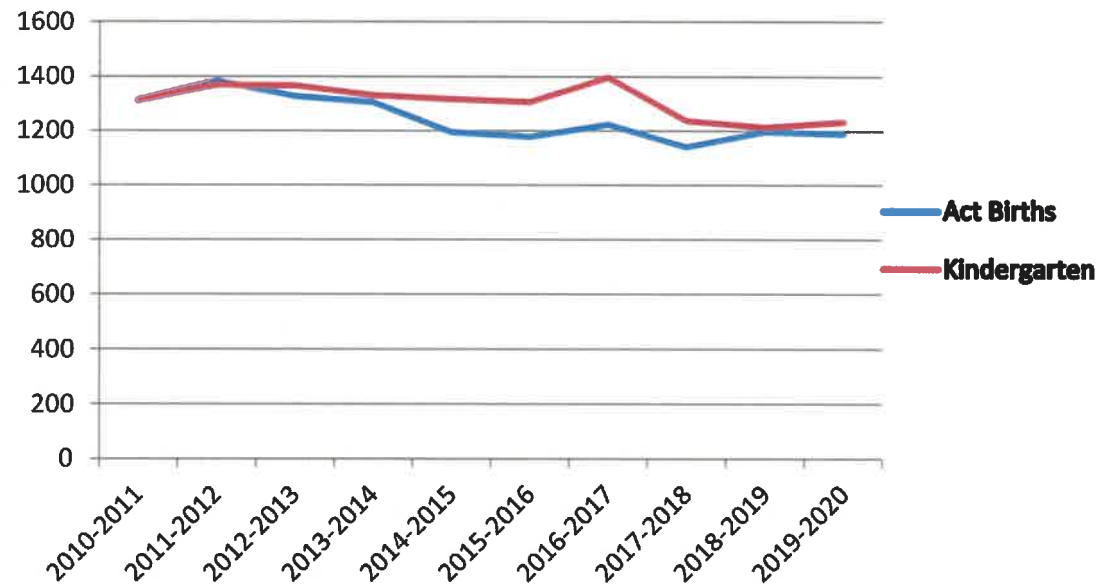
Forecasting Components

- Cohort Model (Trend Analysis)
- Birth Trends (State Provided)
- Housing Trends (Permits)
- Housing Projections (Planned Developments)
- Population Projections (County Bulletin)
- Comparison to State FTE Projection



Births and Kindergarten

KG Year	Births 6 yrs prior	KG Enroll.	%
2010	1314	1311	1.00
2011	1384	1369	0.99
2012	1328	1366	1.03
2013	1305	1330	1.02
2014	1196	1317	1.10
2015	1178	1305	1.11
2016	1224	1396	1.14
2017	1141	1237	1.08
2018	1197	1213	1.01
2019	1188	1232	1.04

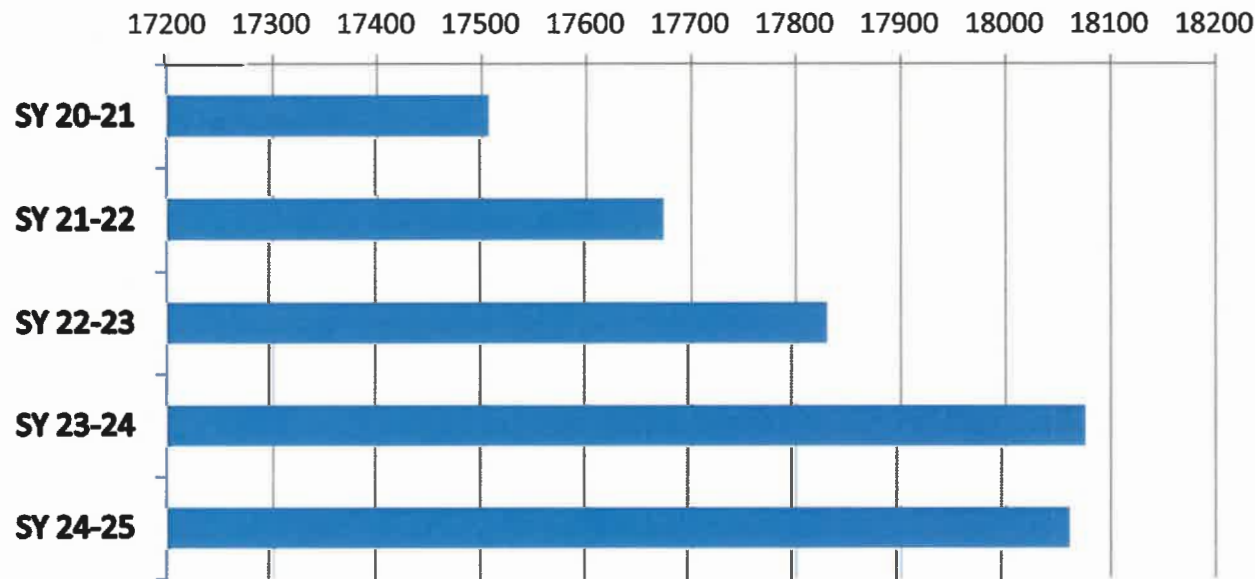


Sources for Birth data: FLDOE Capital Outlay FTE Forecast
Source for KG Enrollment: FOCUS Data



Projections (K-12 in Traditional & Alt. Schools)

	SY 20-21	SY 21-22	SY 22-23	SY 23-24	SY 24-25	% Projected 5 Yr. Change
Total *	17,507	17,674	17,830	18,076	18,061	0.032%
Change	-207 from prior yr.	167	156	246	-15	554



+554
Projected
increase
From 20/21
to 24/25

Note: Projection Does not include VPK, Charter Schools, Hospital Homebound, McKay Scholarships, Virtual School



Elementary School Projections

	2020	2021	2022	2023	2024	5 –Yr. Projected Growth
Total Projected Enrollment	7656	7639	7615	7642	7744	0.011%
<i>Enrollment Change per yr.</i>	<i>-38 (from 2019)</i>	<i>-17</i>	<i>-24</i>	<i>42</i>	<i>102</i>	<i>88</i>

Source: Public Pathways – MCSD CIP Application

Note: Projection Does not include VPK, Charter Schools, Hospital Homebound, McKay Scholarships, Virtual School



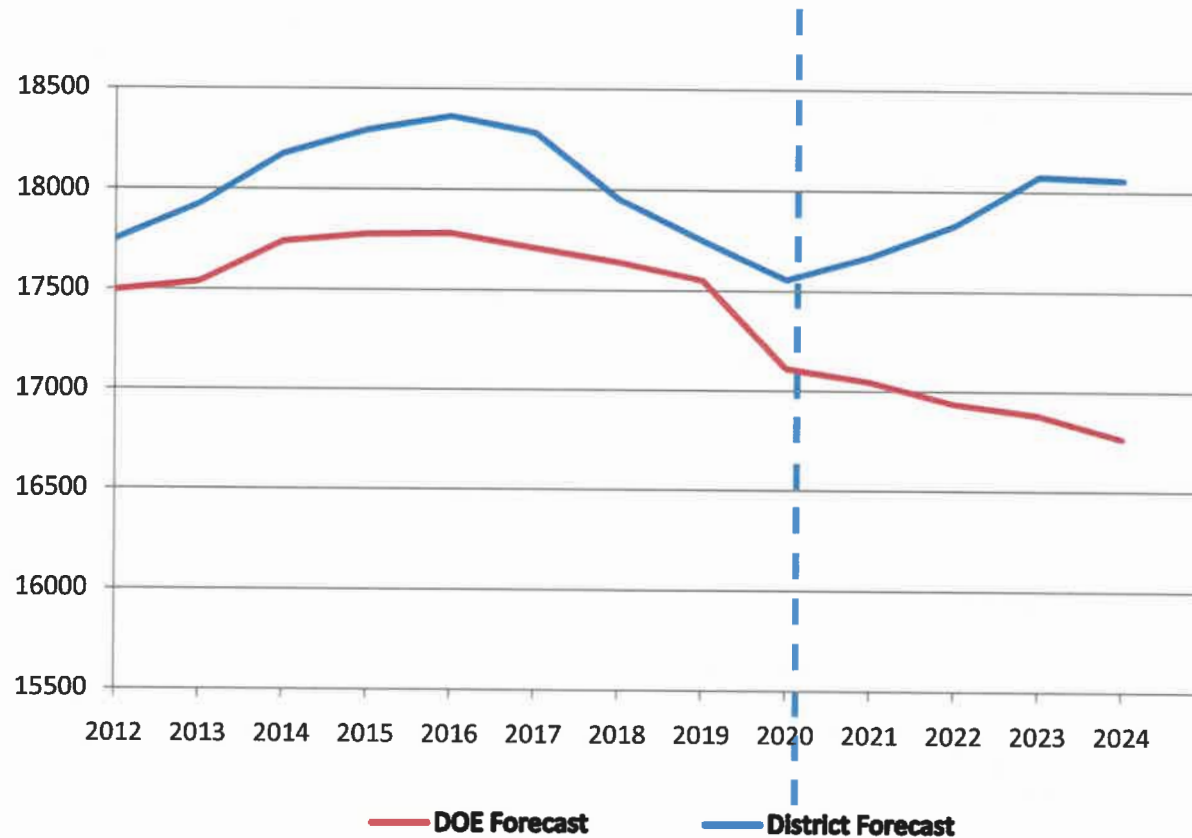
Middle and High School Projections

	2020	2021	2022	2023	2024	5 Yr. Projected Growth
Middle School Enrollment	4151	4190	4259	4394	4373	0.053%
<i>Change per yr.</i>	<i>-240 (from 2019)</i>	<i>39</i>	<i>69</i>	<i>135</i>	<i>-21</i>	<i>222</i>
High School Enrollment	5700	5845	5956	6040	5944	0.043%
<i>Change</i>	<i>71 (from 2019)</i>	<i>145</i>	<i>111</i>	<i>84</i>	<i>-96</i>	<i>244</i>

Source: For Projections, Public Pathways – MCSD CIP Application

Note: Projection Does not include VPK, Charter Schools, Hospital Homebound, McKay Scholarships, Virtual School

MCSD Enrollment & Projections Compared to DOE



Source: FLDOE Capital Outlay FTE Forecast 2020-21 to 2024-2025



5-Year Projections Summary

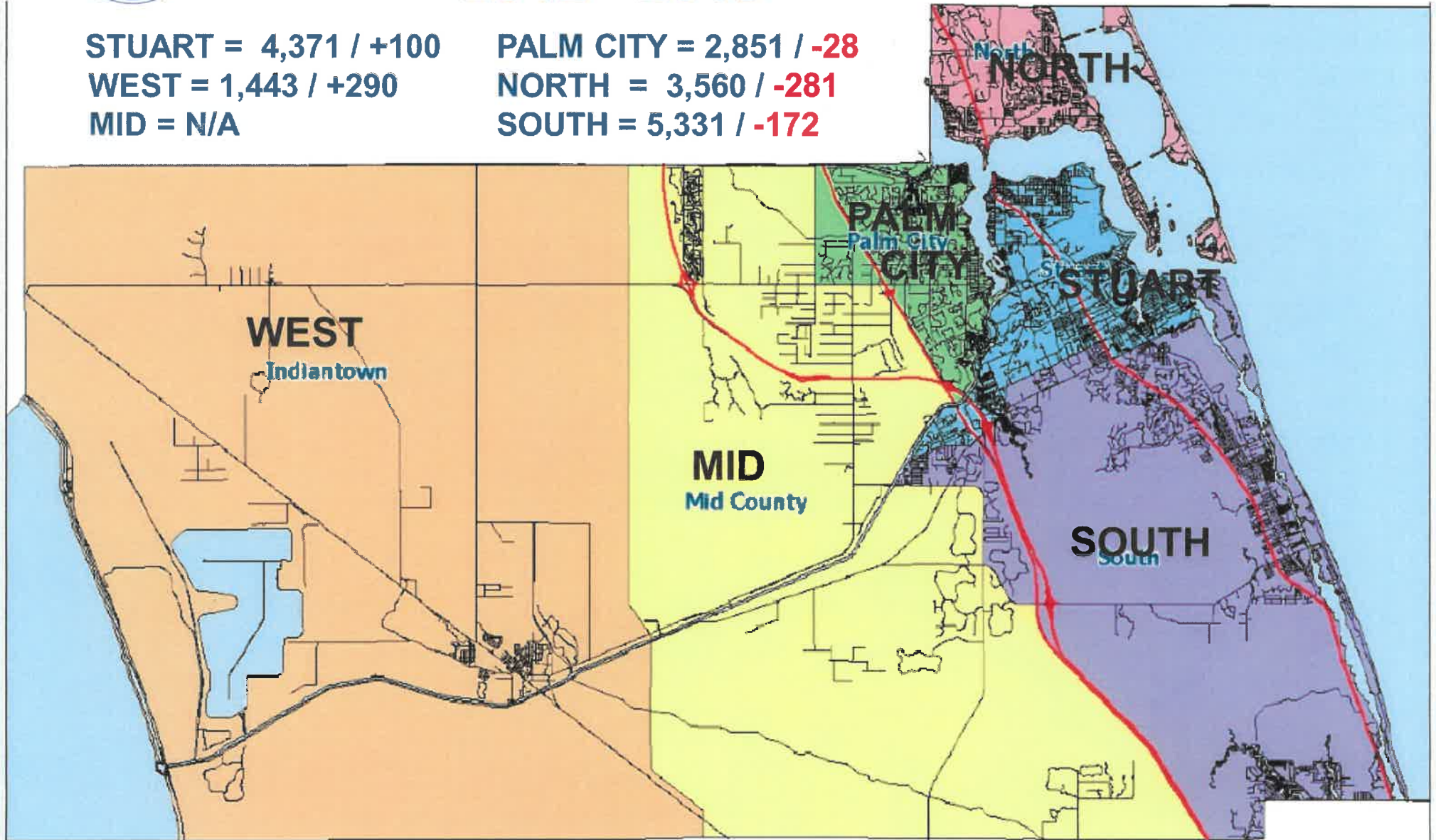
- Over the five year period, student growth rates are forecasted to increase very slightly at all levels, elementary, middle and high. The High School level is projecting the largest increase with an additional 244 students.
- The comparison in the DOE's projections vs. MSCD are showing a downward decline, whereas the Districts Projections remain more consistent with past. This trend appears to widen in the 5 year forecast.
- CSA Impact - New student growth is expected in the North & Stuart Concurrency Service Areas (CSA) per several new Multi-Family development submittals. Additionally, new Master Plans have been submitted potentially impacting the Palm City Zone elementary and South County high schools, in the future.
- The new Charter School (TCCA) opening in 2019 was a factor in decreased enrollment for October 2019. All three high schools continue to run at or above capacity. Note: Projections within this report were conducted in January 2020, (Pre-Covid-19)



CSA 2019 Enrollment & 7 Yr. Change 2012 - 2019

STUART = 4,371 / +100
WEST = 1,443 / +290
MID = N/A

PALM CITY = 2,851 / -28
NORTH = 3,560 / -281
SOUTH = 5,331 / -172



Enrollment Summary for SY 19/20

SCHOOLS	PERMANENT STUDENT STATIONS (S.S.)	RELOCATABLE STUDENT STATIONS	TOTAL PERM/RELO S.S.	*TOTAL FISH CAPACITY w/DOE UTIL FACTOR	SCHOOL UTILIZATION FACTOR (PERM. S.S. ONLY)	DATE CERTAIN/ ENROLLMENT (10/11/19)	CURRENT SEATS AVAILABLE	# OF EXIST. PORTABLES
Bessey Creek Elem	599	36	635	635	94%	566	69	2
Citrus Grove Elem	767	36	803	803	89%	684	119	2
Crystal Lake Elem	611	77	688	688	84%	512	176	5
Felix Williams Elem	635	36	671	671	95%	605	66	2
Hobe Sound Elem	776	0	776	776	73%	566	210	0
JD Parker Elem	695	0	695	695	88%	614	81	0
Jensen Beach Elem	668	54	722	722	90%	599	123	3
Palm City Elem	678	36	714	714	85%	573	141	2
Pinewood Elem	756	108	864	864	106%	803	61	6
Port Salerno Elem	877	54	931	931	89%	782	149	3
Sea Wind Elem	764	0	764	764	77%	586	178	0
Warfield Elem	886	0	886	886	90%	801	85	0
TOTAL	8712	437	9149	9149		7691	1458	25
*DOE Utilization Factor for Elementary Schools = 100%								
Anderson Middle	1316	0	1316	1184	93%	1106	78	0
Hidden Oaks Middle	1345	132	1477	1329	85%	1027	302	6
*Indiantown Middle	967	0	967	870	74%	642	228	0
Murray Middle	935	176	1111	1000	79%	663	337	8
Stuart Middle	1288	0	1288	1159	75%	875	284	0
TOTAL	5851	308	6159	5543		4313	1230	14
*(5th Grade from Warfield Elem attend IMS) *DOE Utilization Factor for Middle Schools = 90%								
Jensen Beach High	1636	0	1636	1554	95%	1480	74	0
Martin County High	1838	307	2145	2038	124%	2172	-134	15
South Fork High	1872	75	1947	1850	107%	1898	-48	3
TOTAL	5346	382	5728	5442		5550	-108	18
*DOE Utilization Factor for High Schools = 95%								
Traditional Schools:	19,909	1,127	21,036	20,134		17,554	2,580	57
Willoughby	171	0	171	171	52%	89	89	0
Spectrum	130	88	218	218	50%	109	78	4
Alternate Schools :	301	88	389	389		198	167	4
All School Totals	20,210	1,215	21,425	20,523		17,752	2,747	61

Choice Open Enrollment – Projected for 20/21 SY

SCHOOLS	TOTAL PERMANENT S. STATIONS	TOTAL PERM. FISH CAPACITY	PROJECTED ENROLLMENT 20/21	UTILIZATION FACTOR (Based on Perm. S.S.)	AVAILABLE FOR COEP
ELEMENTARY SCHOOLS					
Bessey Creek Elem.	599	599	583	97%	NO
Citrus Grove Elem.	767	767	688	90%	NO
Crystal Lake Elem.	611	611	509	83%	NO
Felix Williams Elem.	635	635	626	99%	NO
Hobe Sound Elem	776	776	547	70%	YES
JD Parker Elem.	695	695	603	87%	NO
Jensen Beach Elem.	668	668	602	90%	NO
Palm City Elem.	678	678	538	79%	NO
Pinewood Elem.	756	756	786	104%	NO
Port Salerno Elem.	877	877	766	87%	NO
Sea Wind Elem.	764	764	586	77%	NO
Warfield Elem.	886	886	835	94%	NO
TOTAL	8712	8712	7669		

MIDDLE SCHOOLS					
Anderson Middle	1316	1184	1106	93%	NO
Hidden Oaks Middle	1345	1211	1028	85%	NO
Indiantown Middle	967	870	642	74%	YES
Murray Middle	935	842	663	79%	NO
Stuart Middle	1288	1159	875	75%	NO
TOTAL	5851	5266	4314		

HIGH SCHOOLS					
Jensen Beach High	1636	1554	1360	88%	NO
Martin County High	1838	1746	2147	123%	NO
South Fork High	1699	1614	1868	116%	NO
TOTAL	5173	4914	5375		

Notes: - Middle & High School Total Permanent Fish Capacity column has the SREF applied factor.
 - No Portables included



Thank You!

Replacement Schools with Community Playgrounds – Garret Grabowski, MC
School Board Chief Operations Officer



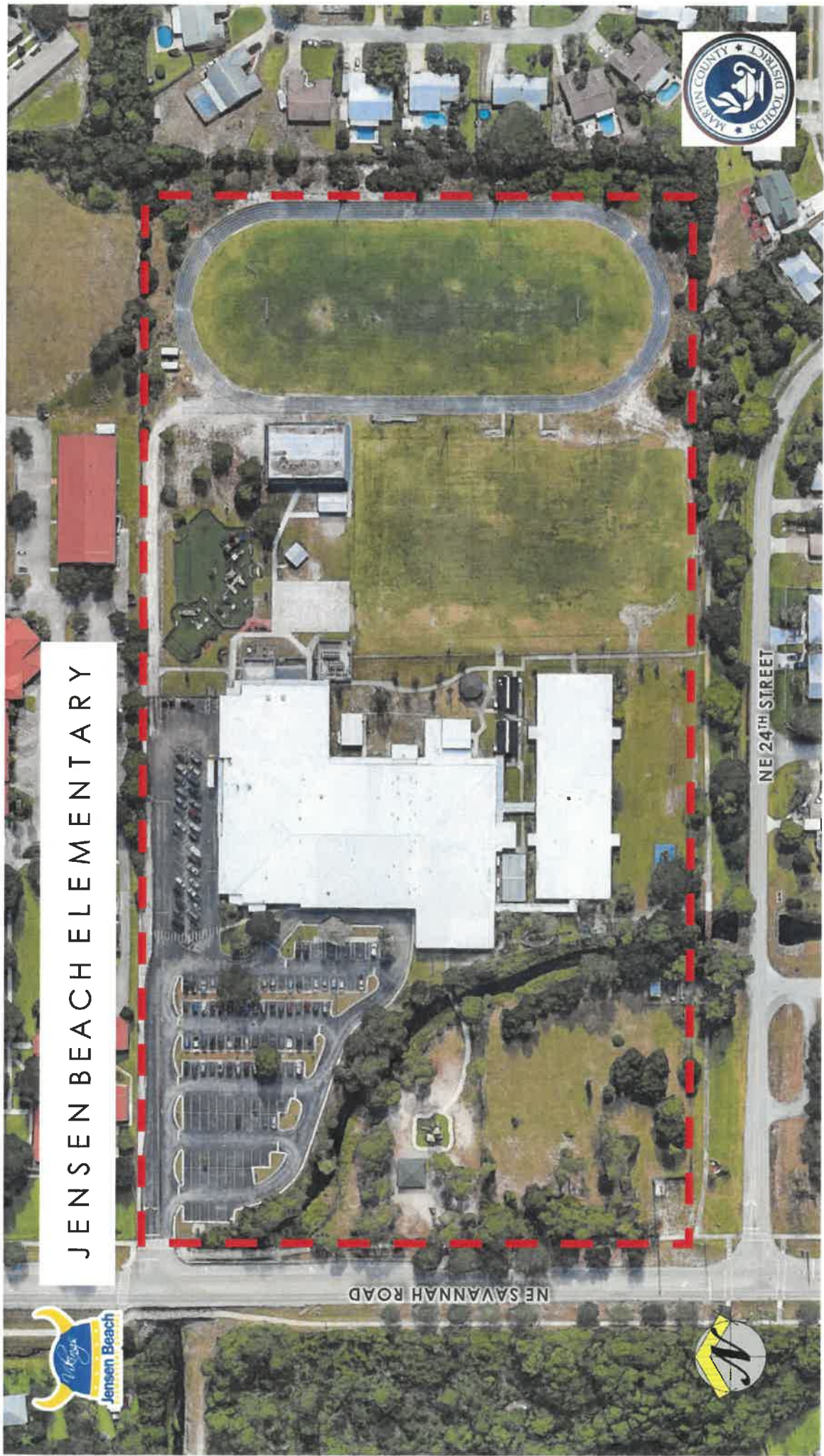
JENSEN BEACH
ELEMENTARY SCHOOL
REPLACEMENT
MARTIN COUNTY SCHOOL DISTRICT



PALM CITY
ELEMENTARY SCHOOL
REPLACEMENT
MARTIN COUNTY SCHOOL DISTRICT



HARVARD • JOLLY
ARCHITECTURE



JENSEN BEACH ELEMENTARY



JENSEN BEACH ELEMENTARY

